

1 By Supervisors Weishan & Stamper, II
2
3

4 **A RESOLUTION**

5 directing the County Executive to negotiate an Intergovernmental agreement
6 between the City of Milwaukee and Milwaukee County for the operation and
7 regulation of taxicab service.
8

9 WHEREAS, in early 2013, the Institute for Justice filed a lawsuit in
10 Milwaukee County that stated Milwaukee's limit on the number of taxicabs
11 allowed in the city is arbitrary, anti-competitive and unconstitutional; and
12

13 WHEREAS, on April 16, 2013, a Milwaukee County circuit court judge
14 ruled that the city's taxicab ordinance, which set a cap on taxicab permits in
15 1991, violated the State's constitution, affirming this lawsuit; and
16

17 WHEREAS, on April 25, 2013 the Milwaukee County Board of Supervisors
18 adopted file no. 13-228, supporting the City of Milwaukee's Common Council File
19 number 111222, seeking to repeal the city's cap on issuing new public passenger
20 vehicle permits; and
21

22 WHEREAS, on May 2, 2013, the Milwaukee County Executive signed file
23 no. 13-228; and
24

25 WHEREAS, since the April 16, 2013 circuit court ruling, the City of
26 Milwaukee has appealed the circuit judge's decision that the city's taxicab
27 regulations violate the state's constitution; and
28

29 WHEREAS, numerous drivers have expressed to the City that they would
30 like to see the City move towards an owner-operated system with unlimited
31 permits for sale at a reasonable price to prevent large companies from
32 monopolizing the business, while creating a free market with more consumer
33 options; and
34

35 WHEREAS, the County has expended millions of dollars on paratransit
36 taxicab rides and a lack of a competitive bidding process not only denies
37 taxpayers options in service, but a means to extend their budgets in a tight
38 economy; and
39

40 WHEREAS, Milwaukee County views this Intergovernmental agreement
41 as an opportunity to increase cooperation and intermodal operations to the
42 Milwaukee County Transit System which will result in increased availability of
43 taxicabs throughout Milwaukee County and an increase in the quality of taxicab
44 service, along with reducing overall cost to riders; and
45

WHEREAS, as a means to open the market up and create a competitive environment not controlled by a few large entities holding the vast majority of public passenger vehicle permits, it is reasonable and prudent for Milwaukee County to negotiate and work with the City to develop more innovative regulations governing taxi cab operations including but not limited to the following:

- Multiple permitting
- Dispatch Services
- Rate Structures/ Taxes/Fees
- Administrative Costs/Savings
- Infrastructure usage
- Vehicle Inspections
- Operating Zones
- “Green” Incentives
- Intermodal capabilities/Opportunities

; now, therefore

BE IT RESOLVED, the Milwaukee County Board of Supervisors directs the office of the Milwaukee County Executive to negotiate an intergovernmental agreement between the City of Milwaukee and Milwaukee County in order to transfer all operation and regulation of taxi cab services to Milwaukee County; and

BE IT FURTHER RESOLVED, the members of the Milwaukee County negotiating team will consist of one person appointed by the Milwaukee County Executive, one person appointed by the Milwaukee County Comptroller, one person by the Chairperson of the Milwaukee County Board; and

BE IT FURTHER RESOLVED, the items of negotiation are to include but not limited to:

- Rate structure / taxes / fees
- Vehicle inspections
- Administration cost savings
- Infrastructure usage
- Operating zones
- “Green” incentives
- Intermodal capabilities / opportunities

92
93 ; and
94

95 BE IT FURTHER RESOLVED, the intergovernmental agreement will limit
96 permits to non-transferable permits; and
97

98 BE IT FURTHER RESOLVED, Milwaukee County will develop through its
99 transit system a taxicab dispatch service available to all permitted taxicabs; and
100

101 BE IT FURTHER RESOLVED, the Milwaukee County Executive's office or
102 designee provide a report back to the Transportation, Public Works and Transit
103 committee and/or Finance Personnel and Audit committee on negotiation details;
104 and
105

106 BE IT FURTHER RESOLVED, negotiations will be completed by
107 December 31, 2013 and transfer and implementation of service by June 1, 2014;
108 and
109

110 BE IT FURTHER RESOLVED, that upon adoption of this resolution, the
111 Milwaukee County Clerk is authorized and directed to send copies of this
112 resolution to the Mayor of Milwaukee and Milwaukee Common Council.
113
114

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8-8-13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: A resolution directing the County Executive to negotiate an Intergovernmental agreement between the City of Milwaukee and Milwaukee County for the operation and regulation of taxicab service.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.
 - A. A resolution directing the County Executive to negotiate an Intergovernmental agreement between the City of Milwaukee and Milwaukee County for the operation and regulation of taxicab service.
 - B. N/A
 - C. N/A
 - D. No assumptions made.

Department/Prepared By CB/Weddle

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: August 19, 2013

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Route 51 (Oklahoma Avenue) Routing Change

POLICY

Proposed additions, deletions, and modifications to transit routes and services are subject to County Board approval prior to implementation. Requests for such changes are researched and reported to the County Board by Transit System staff.

BACKGROUND

At the September 12, 2012 meeting cycle, the Transportation, Public Works and Transit Committee approved a recommendation by MCTS to extend Route 51 (Oklahoma Avenue) about one-half mile from its layover on Oklahoma Ave. and Superior St. to the Marian Center for Non-Profits. This extension involved a new bus stop and layover on S. Lake Drive, in front of the Marian Center (see attached map). There was no increase in operating costs associated with the routing change due to the fact that one less round trip was made to offset the increased time required to extend the route. The Committee was advised that the routing change would be made permanent pending a six-month review period.

At the March 6, 2013 meeting cycle, MCTS reported that ridership at the new Marian Center bus stop averaged about 20 rides per day on weekdays. MCTS staff reported that the route extension resulted in improved transit access without an increase in operating expenses and recommended that all Route 51 trips continue to operate to the Marian Center. Some residents had voiced opposition to the Route 51 buses operating along S. Lake Drive and requested further action to address the concerns.

Following the March meeting, two public meetings were facilitated by County Supervisors to address the S. Lake Dr. resident concerns and review alternate layover locations to the Marian Center stop. It is our understanding that as many of the nearby residents as possible were notified of these meetings. MCTS staff was present at both meetings to hear the concerns.

In June, 2013, Supervisor Jason Haas facilitated a public meeting. The residents who spoke at this meeting were in favor of terminating some or all of the Route 51 bus trips at Oklahoma Ave & New York Ave. No residents spoke in opposition of this New York Ave. termination point.

City of Milwaukee Alderman Tony Zielinski was present at this meeting and expressed support for using New York Ave. & Oklahoma Ave. as the layover for some of the Route 51 trips while maintaining some service to the Marian Center. (See map).

In July, 2013, Supervisor Patricia Jursik and Supervisor Jason Haas facilitated a public meeting. Many of the residents' comments were in favor of keeping the bus routing to the Marian Center. However, others stated they believed that the bus route extension was unnecessary and it had a negative impact on their quality of life. Some residents pointed out that the bus stop in front of the Marian Center and adjoining sidewalk was deteriorating and hazardous to traverse but they would use this stop once the sidewalk condition is improved.

In response to the concerns of the bus route extension, John Schmitt, Administrator of Sisters of St. Francis of Assisi collected 229 signatures on a petition in support of maintaining the MCTS extension to the Marian Center for Non Profits. The signatures were collected from employees, residents, visitors and clients to the various buildings and offices on this property.

Supervisor Patricia Jursik has worked with the City of St. Francis to help secure Community Development Block Grant funding towards the repair of the sidewalk in front of the Marian Center. MCTS has agreed to dedicate New Freedom Grant funds that will improve the bus boarding area at this stop.

MCTS staff has prepared a modified Route 51 schedule that reduces the number of trips operating to the Marian Center by roughly half, thereby providing service about every hour between 6:00 AM and 1:00 AM on weekdays and between 7:15 AM and 10:30 PM on weekends. The remainder of trips would layover at the proposed layover location on New York Ave. at Oklahoma Ave. (previously used by Route 53). This schedule does not involve a change in operating costs. It will, however, result in slightly longer layover time for trips that would terminate at New York Ave. & Oklahoma Ave. as compared to operating all trips to the Marian Center.

The new routing the for the alternate layover involves buses operating east on Oklahoma Ave., northwest on Delaware Ave. and south on New York Ave. Buses will layover southbound on New York Ave. at Oklahoma Ave. After the layover, westbound trips will turn west onto Oklahoma Ave. and regular route.

The City of Milwaukee has agreed to grant a permit for MCTS to use the newly proposed layover on New York Ave. at Oklahoma Ave. MCTS will work with the City of Milwaukee and New Freedom Grant program to ensure the necessary ADA improvements are made at this location.

RECOMMENDATION

On the basis of the information presented above, it is recommended that Route 51 service be modified to alternate the route terminus between the Marian Center for Non-Profits and New York Ave. & Oklahoma Ave. If this recommendation is approved, MCTS would implement this change during the fall.

Prepared by: Mike Giugno, Managing Director, MCTS
Sandra Kellner, Chief Operating Officer, MCTS

Approved by:

Brian Dranzik
Director, Department of Transportation

Attachment (1)

cc: Chris Abele, Milwaukee County Executive
Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Amber Moreen, Chief of Staff, Milwaukee County Executive Chris Abele
John Zapfel, Deputy Chief of Staff, Milwaukee County Executive Chris Abele
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Interim Fiscal and Budget Administrator, Department of Administrative Services
Antionette Thomas-Bailey, Fiscal and Budget Analyst, Department of Administrative Services

(Item) From the Director of the Department of Transportation, recommending that Route 51 be restructured to include an alternate layover to the Marian Center at New York Ave. and Oklahoma Ave. effective in fall, 2013.

RESOLUTION

WHEREAS, two public meetings were facilitated by County Supervisors to address the S. Lake Dr. resident concerns and review alternate layover locations to the Marian Center stop; and

WHEREAS, some residents were in favor of terminating all or some Route 51 bus trips at New York Ave. and Oklahoma Ave; and

WHEREAS, residents south of Oklahoma Ave. who depend on transit service expressed concern about the difficulty associated with walking long distances if all bus service terminated on New York Ave. and Oklahoma Ave; and

WHEREAS, the new routing for the alternate layover involves buses operating east on Oklahoma Ave, northwest on Delaware Ave. and south on New York Ave. and layover southbound on New York Ave. at Oklahoma Ave; and

WHEREAS, the City of Milwaukee has agreed to grant a permit for MCTS to use the newly proposed layover on New York Ave. and Oklahoma Ave.; and

WHEREAS, MCTS will work with the City of Milwaukee and the New Freedom Grant program to ensure the necessary ADA bus stop improvements; and

WHEREAS, the boarding area at the bus stop in front of the Marian Center will be improved; now, therefore,

BE IT RESOLVED, that an alternate layover location for the Route 51 shall be located at New York Ave. & Oklahoma Ave. effective in fall of 2013; and

BE IT FURTHER RESOLVED, Route 51 bus service shall alternate route terminus between the Marian Center and New York Ave. & Oklahoma Ave.; and

BE IT FURTHER RESOLVED, sidewalk improvements in front of the Marian Center will be funded through Community Development Block Grant funds and ADA bus pad improvements at the Marian Center and at New York Ave. & Oklahoma Ave. will be funded through New Freedom grant funds.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/19/2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Proposed Routing Change - Route 51 (Oklahoma Avenue)

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
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- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. MCTS will alternate layover locations at the east end of Route 51. Roughly half of the buses will continue to layover at the Marian Center for Non-Profits. The other Route 51 buses will continue east on Oklahoma Ave, northwest on Delaware St and south on New York Ave to a layover nearside at Oklahoma Ave, facing southbound.

This alternate layover was requested by residents along S. Lake Drive due to buses having a negative impact on their quality of life. Some residents requested that all service terminate prior to the Marian Center bus stop. However, residents south of Oklahoma who depend on transit service expressed concern about the potential loss of service and the difficulty associated with walking long distances if bus service were turned around on Oklahoma Ave, west of Illinois Avenue.

The bus stops at the Marian Center on Lake Drive and New York Ave. and Oklahoma Ave. will be ADA compliant by way of New Freedom grant funding. The sidewalk in front of the Marian Center will be repaired by the City of St. Francis through the use of Community Development Block Grant funds.

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

The reduced service to the Marian Center will continue to provide sufficient level of bus service to meet needs of it's residents, employees and visitors. This modified route aims to simultaneously address the concerns of residents who are opposed to the bus service.

B. The proposed change does not generate additional costs, nor does it produce a cost savings.

C. There are no fiscal impacts of this change.

D. Assumptions regarding this proposed change are standard transit planning evaluations of ridership, running-time, and potential revenues.

Department/Prepared By Michael J. Giugno, Managing Director, MCTS

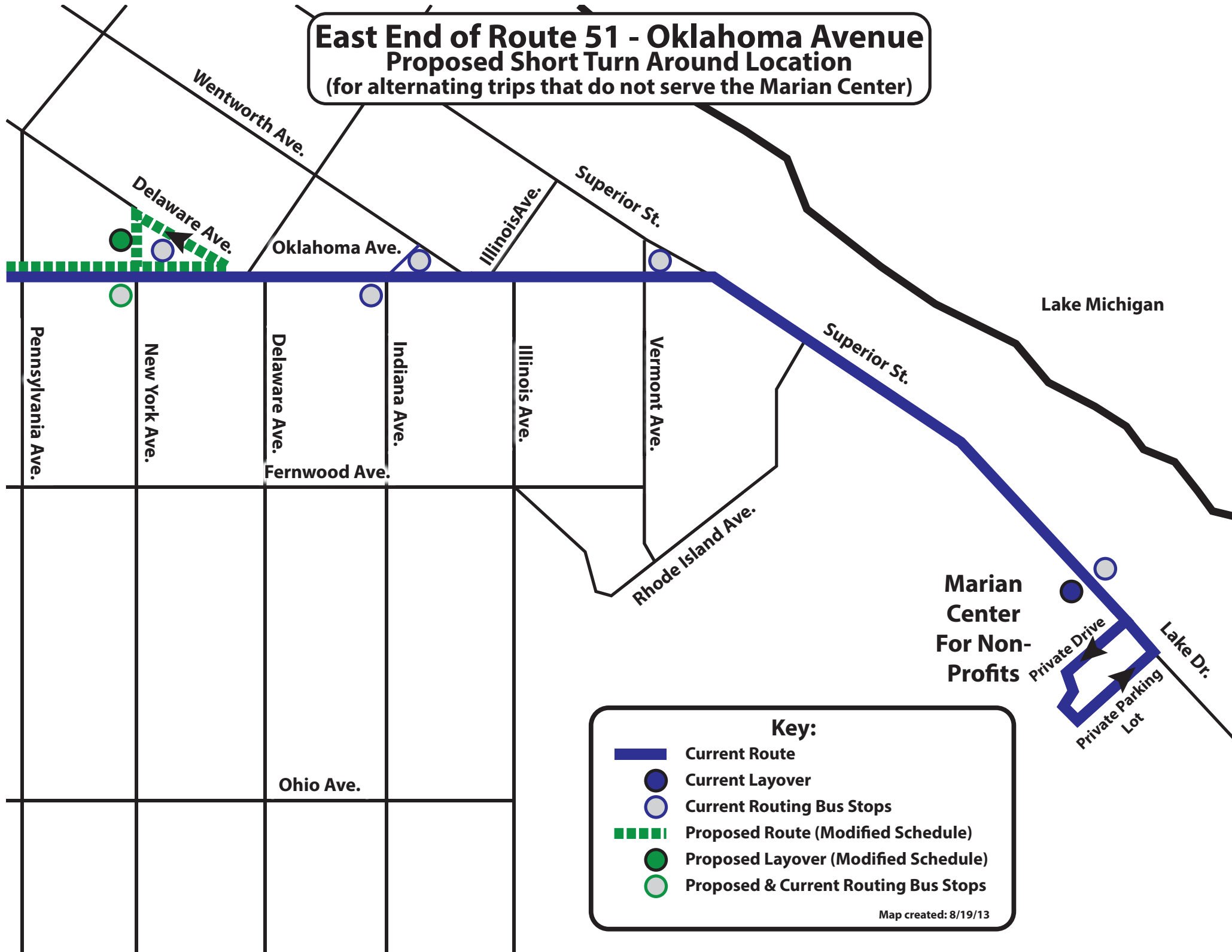
Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Reviewed With:

East End of Route 51 - Oklahoma Avenue

Proposed Short Turn Around Location
(for alternating trips that do not serve the Marian Center)



Key:

- Current Route
- Current Layover
- Current Routing Bus Stops
- Proposed Route (Modified Schedule)
- Proposed Layover (Modified Schedule)
- Proposed & Current Routing Bus Stops

Map created: 8/19/13

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: August 19, 2013

TO: Michael Mayo, Sr., Chairperson
Transportation, Public Works & Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Temporary Routing Changes at Developers Diversified Realty Shopping Centers

POLICY

This report is for informational purposes only.

BACKGROUND

DDR Request

MCTS was contacted by representatives from Developers Diversified Realty (DDR) in spring of 2013 regarding transit service that operates in shopping centers that are owned and managed by DDR: Shoppers World at 124th & Capitol Dr., West Allis Center at 108th & Cleveland, and Market Place of Brown Deer at Brown Deer & Green Bay Rd (see table on page 3). Representatives from DDR stated that buses have caused damaged to their roadways and that the presence of buses interferes with the commercial development of these centers. DDR also stated that the current bus stops are situated in the middle of a parking lot without a curb or raised median and questioned ADA compliance.

MCTS responded that bus service to these shopping centers serve hundreds of people per day, many of whom work or shop at the businesses within the shopping center. Due to the high use of these bus stop locations, MCTS offered to apply grant funding towards the upgrade of these stops to make them ADA-compliant. However, DDR requested that transit service be removed from these centers as soon as possible.

Solutions

MCTS explored alternative routings and bus stop locations that would comply with DDR's request and minimize negative impact to customers without increasing operating expense. MCTS staff consulted with local municipalities, Transit Services Advisory Committee (TSAC) and Milwaukee County Office on Disabilities in effort to pursue and achieve the most viable bus stop and layover alternatives.

RedLine Express (124th & Capitol Drive layover): While seeking alternatives, MCTS learned that at Shoppers World shopping center in Brookfield, the adjacent Pick n' Save property is *not* owned/managed by DDR. Representatives from Roundy's Corporation were instrumental in identifying a desirable new bus stop adjacent to the sidewalk near the Pick n' Save. Roundy's

welcomed the opportunity to ensure bus passengers would continue to have convenient access to the shopping center.

The temporary RedLine Express routing would continue west on Capitol Dr. from the intersection of 124th & Capitol. The route would then turn south at 128th St. into Pick n Save entrance, operate south and east through the parking lot to layover at the east end of the Pick n' Save store. Eastbound buses would continue north, west and north through the Pick n' Save parking lot, exit east on Capitol Dr. and regular route. This new layover location is considered an improvement over the current location in that it is ADA accessible and provides closer access to many of the stores at Shoppers World (see attached map). The City Engineer in Brookfield has verbally agreed that operating buses on Capitol Drive west of 124th St. would be acceptable.

Route 54 (108th & Cleveland layover):

The closest bus stop alternatives to the West Allis Center, identified to-date, are situated on the east side of 108th St. The westbound bus stop is on National Ave., nearside at 108th St. and the eastbound bus stop is on Cleveland Ave., farside at 108th St.

The temporary Route 54 routing would continue southwest on National Avenue from the intersection of National Ave. & Cleveland Ave. The route would then make a U-turn in the 4th median cut after 108th Street on National Avenue and layover. After laying over, the route would travel northeast on National Ave., north on 108th Street, east on Cleveland Ave., and northeast on National Ave. and regular route.

MCTS received approval from City of West Allis to install 3 new bus stops on National Avenue. These bus stops would be located at approximately:

1. 10740 W. National Avenue (north side of National Avenue by western Office Max driveway)
2. 11200 W. National Avenue (north side of National Avenue)
3. 11151 W. National Avenue (south side of National Avenue) – This would be the layover location. (See attached map)

MCTS is concerned that passengers will be inconvenienced by having to cross 108th St. and walk about a block further to their destination. Members of TSAC and Milwaukee County Office on Disabilities have also voiced concerns over the significant difficulty that this alternative presents, especially for seniors and passengers with disabilities. MCTS staff is continuing the process to identify a more suitable alternative. However, in the interim, buses will service the new National Ave. bus stops and layover on a temporary basis.

Route 49, Route 49U, Summerfest Flyer & State Fair Flyer, (Green Bay Rd. & Brown Deer Rd Park-Ride Lot):

The temporary Route 49 inbound routing would operate from a layover on Green Bay Rd. at Cherrywood Lane, south on Green Bay Rd. and service Route 49 passengers at a bus stop on Green Bay Rd. at Deerwood Dr. and regular route. The outbound routing would continue to

operate north on Green Bay Rd., service Route 49 passengers at a bus stop on Green Bay Rd. at Deerwood Dr. to a layover on Green Bay Rd, at Cherrywood Lane. (See attached map)

Unfortunately, there is not enough space at Cherrywood Lane to layover Route 49U buses. Nor are there any alternative park-ride lots in this vicinity. Route 49U would be modified to operate from Brown Deer East Park-Ride lot, which it currently serves, to the UWM campus. It is anticipated that the students would drive their vehicles further east to board the bus at the Brown Deer East Park-ride lot.

Currently, there are no alternative park-ride locations in this area for the Summerfest and State Fair Flyers.

Shopping Center	<i>Shoppers World of Brookfield</i>	<i>Market Place of Brown Deer</i>	<i>West Allis Center</i>
Location:	124 th & Capitol	Green Bay & Brown Deer	Highway 100 & Cleveland
Transit Routes:	MetroEXpress RedLine (Capitol Drive)	Freeway Flyer Routes 49 and 49U; Summerfest and State Fair Flyers	Route 54 (Mitchell – Burnham)
Average Rides/Day:	383 rides per day (156 ons, 227 offs)	283 rides per day, 49 & 49U (160 ons, 123 offs)	194 rides per day (112 ons, 78 offs)

These temporary route changes will take effect with the start of the fall schedule on August 25, 2013. In the meantime, MCTS will continue to pursue alternate locations that would provide comparable or improved transit access. Once this process is complete, MCTS will provide permanent routing recommendations to the Board.

RECOMMENDATION

This report is for information purposes only.

Prepared by: Mike Giugno, Managing Director, MCTS
Sandra Kellner, Chief Operating Officer, MCTS

Approved by:

Brian Dranzik
Director, Department of Transportation

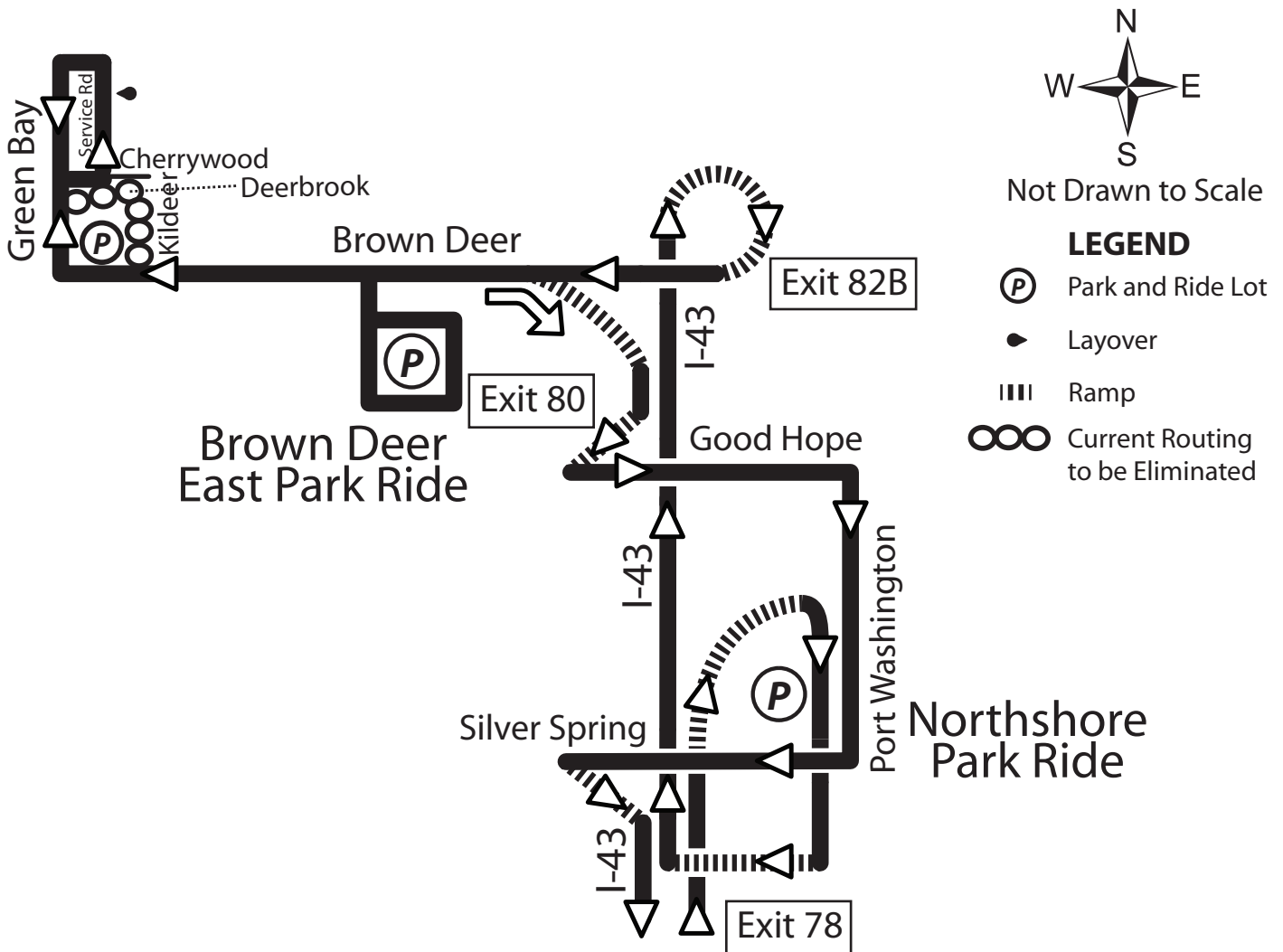
Attachment (3)

August 19, 2013
Page 4

cc: Chris Abele, Milwaukee County Executive
Marina Dimitrijevic, Chairwoman, County Board of Supervisors
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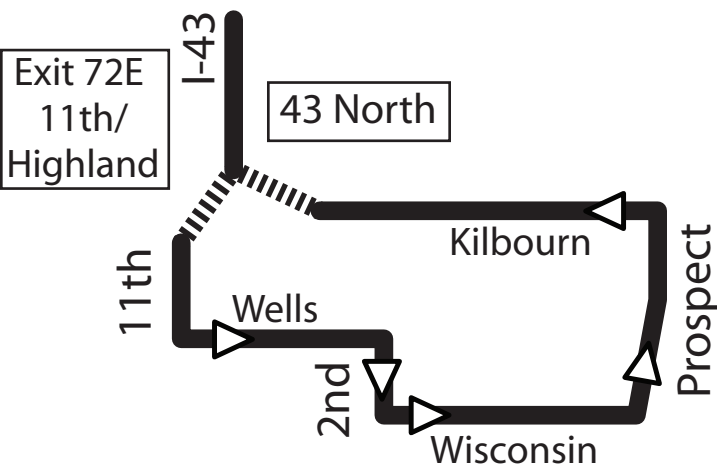


49 Brown Deer - Northshore Flyer Temporary Routing - Fall 2013

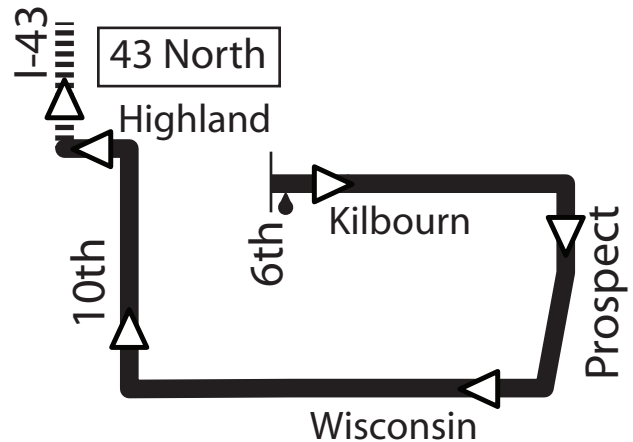


Downtown routing

AM trips

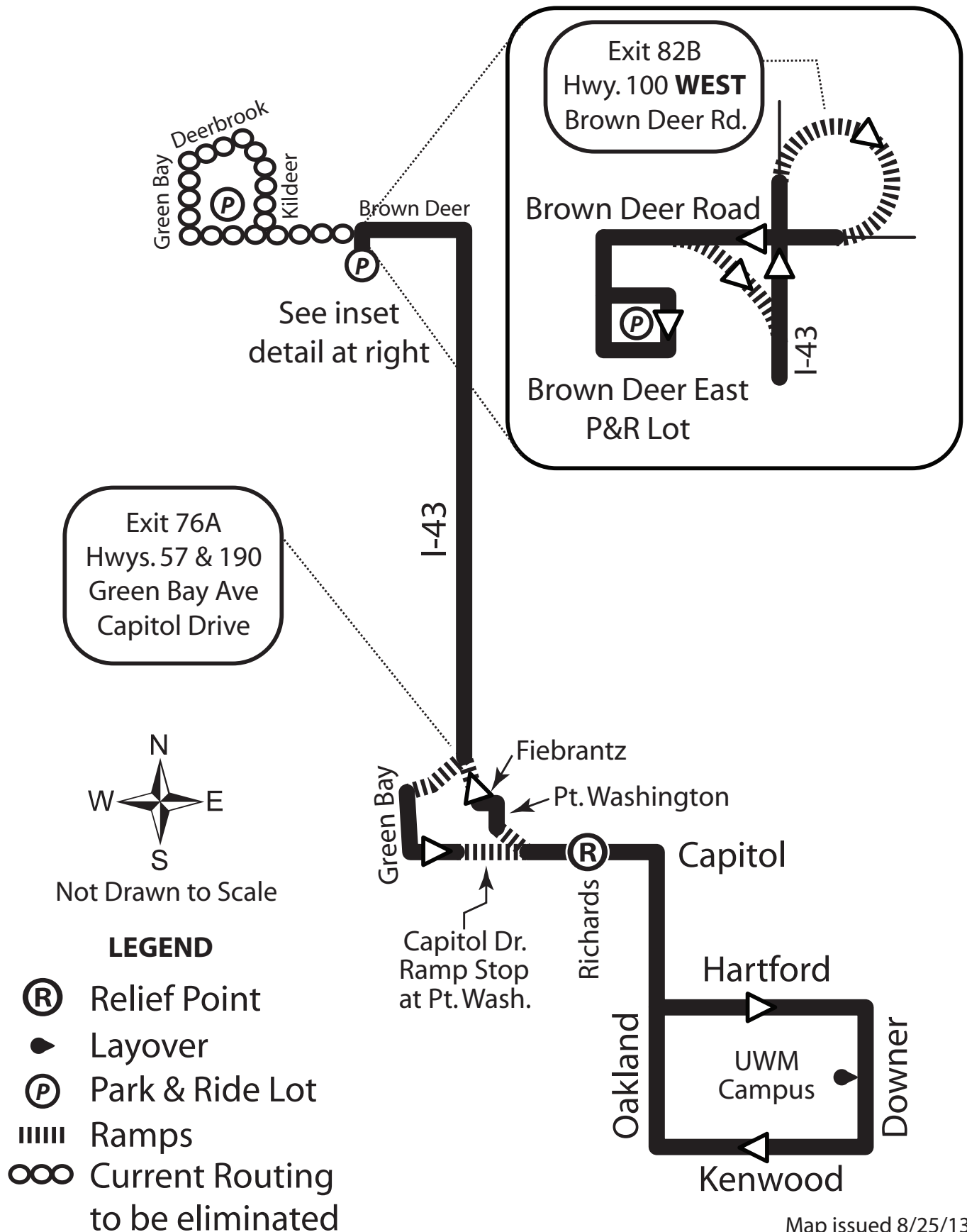


PM trips





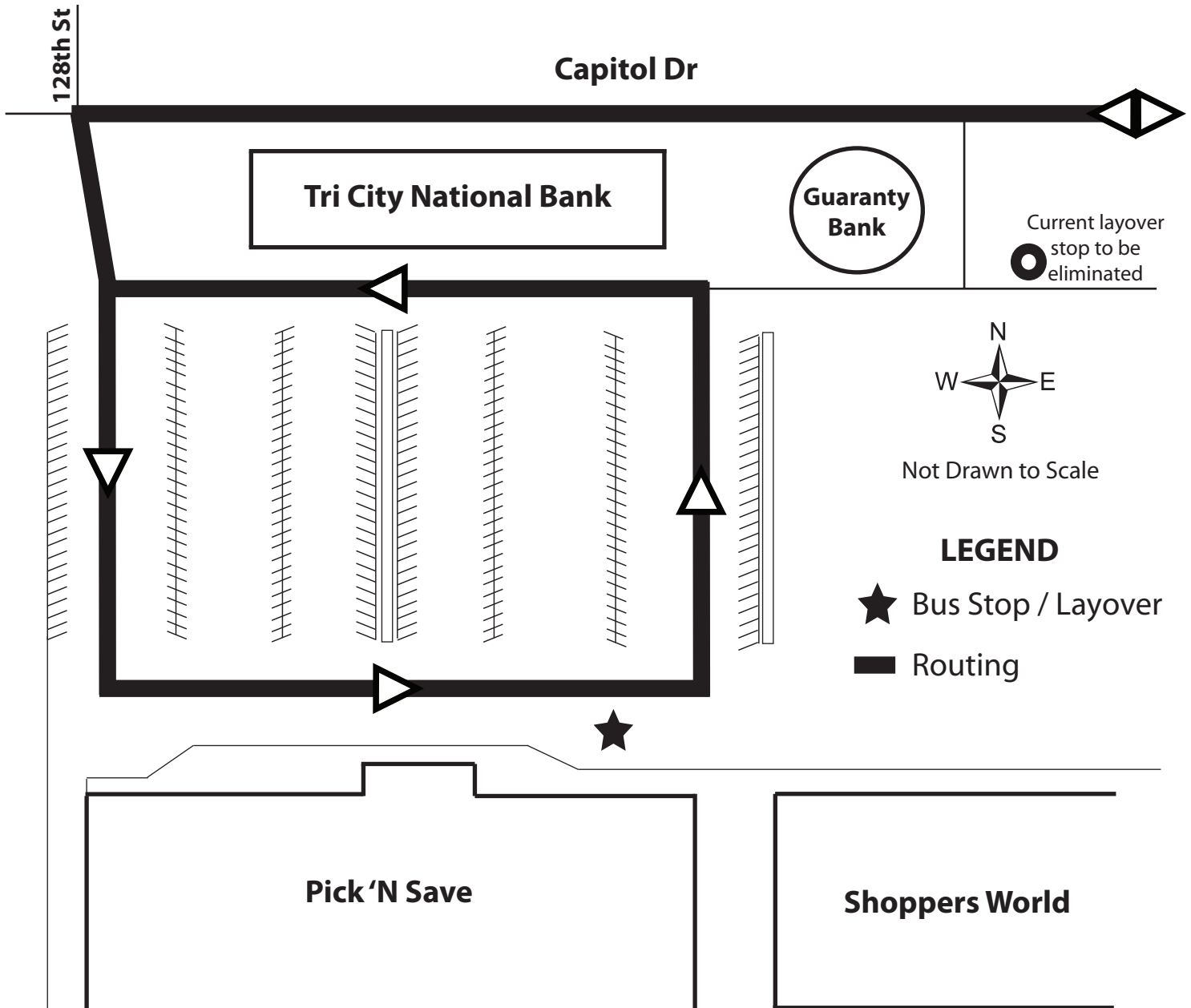
49U Brown Deer UBUS Temporary Routing - Fall 2013





RedLine

Temporary Routing - Fall 2013

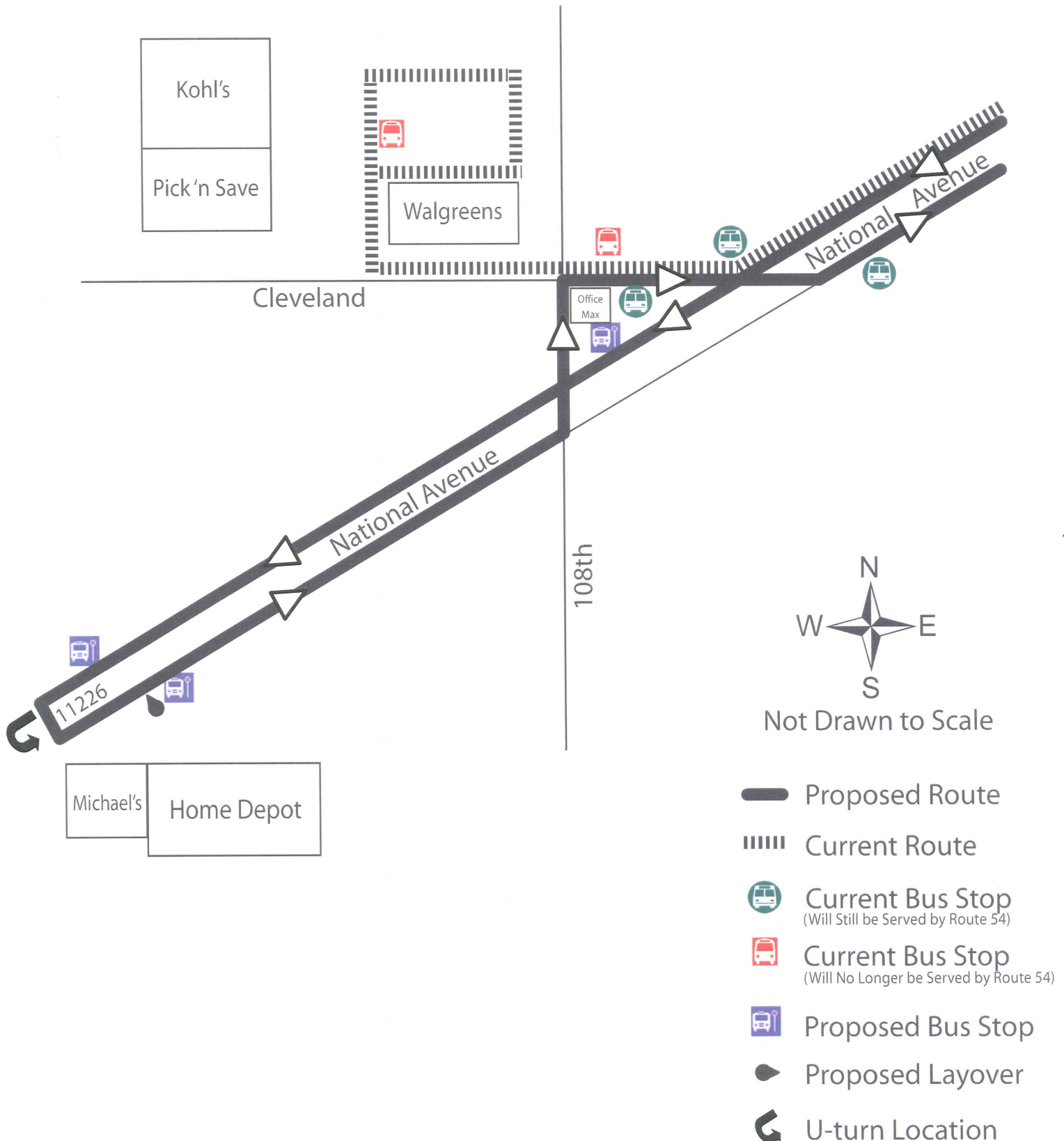




Milwaukee County Transit System



Route 54 (Mitchell - Burnham) West End



**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: August 15, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **SERVICES AND MAINTENANCE AGREEMENT FOR SECURITY SYSTEM
SERVICES AT GENERAL MITCHELL INTERNATIONAL AIRPORT (JOHNSON
CONTROLS, INC.)**

POLICY

County Board approval is required to enter into a Services and Maintenance Agreement.

BACKGROUND

General Mitchell International Airport has an extensive access control and closed-circuit television (CCTV) system that requires routine and emergency maintenance to enable it to operate efficiently. The current system was installed in 2004 and has been expanded several times through the years as the airport has expanded. The backbone of the system is the Johnson Controls, Inc. Pegasys 2000 operating system. Johnson Controls, Inc. has provided maintenance on the system since its installation.

Proposals were solicited for this service agreement under Request for Proposal (RFP) 6835, issued on May 15, 2013, and advertised in local media as well as one national professional publication. Proposals were due by June 3, 2013. The sole proponent was Johnson Controls, Inc. Based on their overall submission, Johnson Controls, Inc. meets the requirements set forth in the RFP.

Under this agreement Johnson Controls, Inc. will provide weekly preventative maintenance checks and services and on-call emergency service; replacement parts and labor for covered items such as computerized panels, control boards, sensors and switches; the airport credentialing and badging system for more than 4,500 employees as required by federal regulations; the networked CCTV monitoring and recording system consisting of more than 100 cameras. An annual 100% audit of all systems is provided to ensure system integrity and compliance with federal regulatory requirements.

DBE participation in this contract will be 3%.

RECOMMENDATION

Airport staff recommends approving the agreement for an initial one-year term, effective November 1, 2013, with two one-year extensions.

FISCAL NOTE

The direct cost of the services and maintenance agreement is:

Year 1:(11/1/13-10/31/14)	\$177,321.00
Year 2:(11/1/14-10/31/15)	\$182,610.00
Year 3:(11/1/15-10/31/16)	\$188,059.00

<u>Total:</u>	<u>\$547,990.00</u>
---------------	---------------------

The fiscal effect for calendar year 2013 is 2/12ths of one year or \$29,554. Calendar year 2014 represents 10/12ths of the first year and 2/12ths of the second year of the services agreement. The cost of the maintenance of the access control and CCTV systems are included within the Airport's 2013 adopted budget and the 2014 requested operational budgets.

This represents one day per week of on-site preventative maintenance and repair and 24/7 on-call service for covered repairs

There is no impact on the tax levy of Milwaukee County.

Prepared by: Michael W. Keegan, Airport Public Safety & Security Manager

Approved by:

Brian Dranzik, Director
Department of Transportation

for: C. Barry Bateman	Patricia M Walslager
Airport Director	Deputy Airport Director

(ITEM) From the Director, Department of Transportation, and the Airport Director, requesting authorization to enter into a Services and Maintenance Agreement for Security System Services at General Mitchell International Airport.

A RESOLUTION

WHEREAS, General Mitchell International Airport has an extensive access control and closed-circuit television (CCTV) system that requires routine and emergency maintenance to enable it to operate efficiently; and

WHEREAS, the current system at GMIA was installed in 2004 and has been expanded several times through the years as the airport has expanded. The backbone of the system is the Johnson Controls, Inc. Pegasys 2000 operating system. Johnson Controls, Inc. has provided maintenance on the system since its installation; and

WHEREAS, proposals were solicited for this service agreement under Request for Proposal (RFP) 6835, issued on May 15, 2013, and advertised in local media as well as one national professional publication. Proposals were due by June 3, 2013; and

WHEREAS, the sole proponent was Johnson Controls, Inc. Based on their overall submission, Johnson Controls, Inc. meets the requirements set forth in the RFP; and

WHEREAS, under this agreement Johnson Controls, Inc. will provide weekly preventative maintenance checks and services and on-call emergency service; replacement parts and labor for covered items such as computerized panels, control boards, sensors and switches; the airport credentialing and badging system for more than 4,500 employees as required by federal regulations; the networked CCTV monitoring and recording system consisting of more than 100 cameras. An annual 100% audit of all systems is provided to ensure system integrity and compliance with federal regulatory requirements; and

BE IT RESOLVED, that the Director, Department of Transportation and the Airport Director are hereby authorized to enter into a Services and Maintenance Agreement with Johnson Controls, Inc., to provide security system services at General Mitchell International Airport.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 15, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT: SERVICES AND MAINTENANCE AGREEMENT FOR SECURITY SYSTEM
SERVICES AT GENERAL MITCHELL INTERNATIONAL AIRPORT
(JOHNSON CONTOLS, INC.)**

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of Contingent Funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$29,554	\$178,202
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The direct costs associated with this request are:

Year 1 (11/1/13-10/31/14)	\$177,321.00
Year 2 (11/1/14-10/31/15)	\$182,610.00
<u>Year 3(11/1/15-10/31/16)</u>	<u>\$188,059.00</u>
<u>Total:</u>	<u>\$547,990.00</u>

The fiscal effect for calendar year 2013 is 2/12ths of one year or \$29,554. Calendar year 2014 represents 10/12ths of the first year and 2/12ths of the second year of the services agreement. The cost of the maintenance of the access control and CCTV systems are included within the Airport's 2013 adopted budget and the 2014 requested operational budgets. This represents one day per week of on-site preventative maintenance and repair and 24/7 on-call service for covered repairs. There is no impact on the tax levy of Milwaukee County.

Department/Prepared by: Michael W. Keegan, Airport Public Safety & Security Manager

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☒ Yes ☐ No ☐ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: August 19, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **NEW AGREEMENT WITH SIMPLICITY GROUND SERVICES, LLC,
SPONSORED BY FRONTIER AIRLINES, INC.**

POLICY

Milwaukee County agreements with terms longer than one year require approval from the Milwaukee County Board of Supervisors.

BACKGROUND

Frontier Airlines, Inc. (Frontier) received proposals from third-party suppliers to perform customer service counter, gate, and ramp functions for its airline operations at General Mitchell International Airport (GMIA). Section 301(M) of the Airline-Airport Use and Lease Agreement provides airlines the right to enter into or conduct handling arrangements; however, ground-handling arrangements entered into under authority of Section 301(M) shall be subject to the provider obtaining an operating permit from Milwaukee County.

Therefore, Frontier has requested that General Mitchell International Airport enter into an Agreement for the Issuance of a Commercial Operating Permit with Simplicity Ground Services, LLC. for the performance of customer service counter, gate, and ramp functions sponsored by Frontier Airlines, Inc., for a term beginning October 16, 2013 and ending October 15, 2016.

RECOMMENDATIONS

Airport staff recommends that Milwaukee County enter into an Agreement for the Issuance of a Commercial Operating Permit with Simplicity Ground Services, LLC. to perform customer service counter, gate and ramp functions on behalf of Frontier Airlines, Inc. , for a term beginning October 16, 2013 and ending October 15, 2016..

FISCAL NOTE

The Airport will receive \$250.00 per year for the permit fee.

Chairwoman Marina Dimitrijevic
Supervisor Michael Mayo, Sr.
August 19, 2013
Page 2

Prepared by: Steven A. Wright, A.A. E., Airport Properties Manager

Approved by:

Brian Dranzik, Director,
Department of Transportation

C. Barry Bateman
Airport Director

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File No.
Journal

(Item) From the Director, Department of Transportation, requesting authorization to enter into a new Agreement for the Issuance of a Commercial Operating Permit between Simplicity Ground Services, LLC., sponsored by Frontier Airlines, Inc. and Milwaukee County at General Mitchell International Airport by recommending adoption of the following:

RESOLUTION

WHEREAS, Frontier has requested that General Mitchell International Airport enter into an Agreement for the Issuance of a Commercial Operating Permit with Simplicity Ground Services, LLC. for the performance of customer service counter, gate, and ramp functions sponsored by Frontier Airlines, Inc., for a term beginning October 16, 2013 and ending October 15, 2016; and

WHEREAS, Airport staff recommended that Milwaukee County enter into an Agreement for the Issuance of a Commercial Operating Permit with Simplicity Ground Services, LLC., to perform customer service counter, gate and ramp functions on behalf of Frontier Airlines, Inc., for a term beginning October 16, 2013 and ending October 15, 2016; and

WHEREAS, the Transportation, Public Works and Transit Committee, at its meeting on September 11, 2013, recommended approval (vote) that Milwaukee County authorize the Director, Department of Transportation and the County Clerk to enter into a new Agreement for the Issuance of a Commercial Operating Permit between Simplicity Ground Services, LLC., sponsored by Frontier Airlines, Inc.; now, therefore,

BE IT RESOLVED, that the Director, Department of Transportation and the County Clerk are hereby authorized to enter into a new Agreement for the Issuance of a Commercial Operating Permit between Simplicity Ground Services, LLC., sponsored by Frontier Airlines, Inc and Milwaukee County.

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/19/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT: NEW AGREEMENT WITH SIMPLICITY GROUND SERVICES, LLC,
SPONSORED BY FRONTIER AIRLINES, INC.**

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	250	250
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The Airport will receive \$250.00 per year for the permit fee.

Department/Prepared By Steven A. Wright, A.A.E.

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: August 16, 2013

TO: Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **BUILDING LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AND
SKYWEST AIRLINES, INC.**

POLICY

County Board approval is required for Milwaukee County to enter into a building lease agreement with SkyWest Airlines, Inc. for a storage building at Milwaukee County's MKE Regional Business Park at General Mitchell International Airport (GMIA).

BACKGROUND

SkyWest Airlines, Inc. is an airline headquartered in St. George, Utah. They are a leading service provider providing regional jet service in partnership with network carriers including United, Delta and Continental airlines. The Board has previously approved of a lease of a hangar building and aircraft parking area for their operations. Currently SkyWest Airlines services between ten to twelve aircraft on a daily basis and employees approximately sixty people at their Milwaukee location.

SkyWest Airlines, Inc. now wishes to lease a building for the storage of equipment related to their aircraft maintenance operations. Building 219, located at 425 E. Henry Avenue, is approximately 5,280 square feet and is an unheated storage facility and an open garage type space.

RECOMMENDATION

Airport staff recommends that Milwaukee County enter into a lease agreement with SkyWest Airlines, Inc., effective October 1, 2013, for the lease of approximately 5,280 square feet for aircraft maintenance equipment storage space at Milwaukee County's MKE Regional Business Park, under standard terms and conditions for County-owned land and building space, inclusive of the following:

1. The term of the triple net lease agreement shall be for two (2) months, effective October 1, 2013- November 30, 2013, with one (1) two-year mutual renewal option beginning December 1, 2013, which is concurrent with their current hangar lease agreement.
2. Any furniture, office equipment, or any other material identified will be inventoried in the building and made available to SkyWest Airlines, Inc. at no charge, to be returned at the conclusion of the lease.
3. Rental for the approximately 5,280 square feet of space in the building will be established at: \$1.65/sq. ft. for an approximate total of \$8,712.00 for the first year of the lease. This rental

rate was developed by an appraisal. The option to extend the lease term for the additional two years shall be at the fair market value lease rate, to be reappraised for the option period.

4. The lease agreement shall contain the current standard insurance and environmental language for similar agreements. Under these terms of this triple net lease agreement SkyWest Airlines, Inc. will be responsible for the cost of insurance, utilities and common area maintenance charges.

FISCAL NOTE

Rental revenues will be approximately \$8,712.00 for the first year of the agreement. The fiscal effect for calendar year 2013 is \$2,178 or 3/12ths of a year and calendar year 2014 represents one full year of revenue. This revenue has been included in the 2013 adopted budget and the 2014 requested budget. There is no impact on the tax levy of Milwaukee County.

Prepared by: Ted J. Torcivia, Airport Business Manager

Approved by:

Brian Dranzik, Director
Department of Transportation

for: C. Barry Bateman	Patricia M. Walslager
Airport Director	Deputy Airport Director

(ITEM) From the Director, of Department of Transportation, requesting that Milwaukee County enter into a building lease agreement with SkyWest Airlines, Inc. at Milwaukee County's MKE Regional Business Park at General Mitchell International Airport (GMIA) by recommending adoption of the following.

RESOLUTION

WHEREAS, SkyWest Airlines, Inc. is an airline headquartered in St. George, Utah. They are a leading service provider providing regional jet service in partnership with network carriers including United, Delta and Continental airlines. Currently SkyWest Airlines services between ten to twelve aircraft on a daily basis and employees approximately sixty people at their Milwaukee location; and

WHEREAS, the Board has previously approved of a lease of hangar and ramp space for their current operations; and

WHEREAS, SkyWest Airlines, Inc. now wishes to lease a building for the storage of equipment related to their aircraft maintenance operations. Building 219, located at 425 E. Henry Avenue, is approximately 5,280 square feet and is an unheated storage facility and an open garage type space; now, therefore

BE IT RESOLVED, that the Director, of Department of Transportation, and the Airport Director are hereby authorized to enter into a lease agreement with SkyWest Airlines, Inc., effective October 1, 2013, for the lease of approximately 5,280 square feet of storage space (425 East Henry Avenue) at Milwaukee County's MKE Regional Business Park, under the following terms and conditions:

1. The term of the triple net lease agreement shall be for three (2) months, effective October 1, 2013, with one (1) two-year mutual renewal option beginning December 1, 2013, which is concurrent with their current hangar lease agreement.
2. Any furniture, office equipment or any other material identified will be inventoried in the storage building and made available to SkyWest Airlines, Inc. at no charge, to be returned at the conclusion of the lease.
3. Rental for the approximately 5,280 square feet of space in the building will be established at \$1.65/sq. ft. for a total of \$8,712.00 for the first year of the lease. The option to extend the lease term for the additional two years shall be at the fair market value lease rate, to be reappraised for the option period.
4. The lease agreement shall contain the current standard insurance and environmental language for similar agreements. Under these terms of this triple net lease agreement SkyWest Airlines, Inc. will be responsible for the cost of insurance, utilities and

47 common area maintenance charges.

48

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 16, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

**SUBJECT: BUILDING LEASE AGREEMENT BETWEEN MILWAUKEE COUNTY AND
SKYWEST AIRLINES, INC**

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of Contingent Funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	\$2,178.00	\$8,712.00
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

Rental revenues will be approximately \$8,712.00 for the first year of the agreement. The fiscal effect for calendar year 2013 is \$2,178 or 3/12ths of a year and calendar year 2014 represents one full year of revenue. This revenue has been included in the 2013 adopted budget and the 2014 requested budget. There is no impact on the tax levy of Milwaukee County.

Department/Prepared by: Ted J. Torcivia, Airport Business Manager

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

H:\Private\Clerk Typist\Aa01\TPW&T 13\09 - September 13\FISCAL NOTE - SkyWest Lease 219 440th.doc

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE: August 19, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairman, Transportation, Public Works and Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **OTHER TRANSACTION AGREEMENT BETWEEN DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION AND MILWAUKEE COUNTY RELATING TO THE USE OF SPACE AND COST REIMBURSEMENT AT TSA SECURITY CHECKPOINTS AND BAGGAGE AREAS AT GENERAL MITCHELL INTERNATIONAL AIRPORT**

POLICY

Milwaukee County agreements with terms longer than one year require approval from the Milwaukee County Board of Supervisors.

BACKGROUND

Under the terms of the Aviation and Transportation Security Act (ATSA), Transportation Security Administration (TSA) is required to deploy federal security screeners, Federal Security Managers, federal security personnel, and federal law enforcement officers to conduct screening of all passengers, property, and baggage at all airports, and to establish a program to screen cargo and ensure perimeter access security at all such airports. In order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as “necessary security checkpoints” (hereinafter referred to as “Space”).

The TSA provided Milwaukee County with an agreement that establishes TSA’s use of the security checkpoints. TSA needs to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws. In order to improve airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space. The submitted agreement will supersede all previous agreements and amendments concerning TSA’s reimbursement to the Airport of electrical consumption costs at screening checkpoints and baggage areas.

The agreement establishes the roles and responsibilities between TSA and Milwaukee County. TSA will encumber funding as designated in the obligating document. Funds in the amount of \$24,659.40 per year are hereby obligated and made available for payment for performance of this Agreement.

RECOMMENDATIONS

Airport staff recommends that Milwaukee County enter into the Other Transaction Agreement between Department of Homeland Security, Transportation Security Administration, and Milwaukee County relating to the use of space and cost reimbursement at TSA Security Checkpoints and Baggage areas at General Mitchell International Airport for a term of one (1) year (effective date December 1, 2013) or so long as federal law requires TSA to perform screening functions at the Airport, whichever is sooner. The Other Transaction Agreement shall be automatically renewed for an additional one (1) year on each anniversary of the Effective Date (the "Rollover Date") unless terminated as provided in Article XV. The term of this Agreement shall consist of the first and each additional year, if any, during which this Agreement is in effect (the "Term").

FISCAL NOTE

The Airport will receive \$24,659.40 per year for the reimbursement of utility expenses relating to the TSA security clearance processing of baggage and passengers at GMIA.

Prepared by: Steven A. Wright, A.A. E., Airport Properties Manager

Approved by:

Brian Dranzik, Director,
Department of Transportation

C. Barry Bateman
Airport Director

(Item) From the Director, Department of Transportation, requesting authorization to enter into the Other Transaction Agreement between Department of Homeland Security, Transportation Security Administration, and Milwaukee County relating to the use of space and cost reimbursement at TSA Security Checkpoints and Baggage areas at General Mitchell International Airport for a term of one (1) year or so long as federal law requires TSA to perform screening functions at the Airport, whichever is sooner by recommending adoption of the following:

RESOLUTION

WHEREAS, under the terms of the Aviation and Transportation Security Act (ATSA), Transportation Security Administration (TSA) is required to deploy federal security screeners, Federal Security Managers, federal security personnel, and federal law enforcement officers to conduct screening of all passengers, property, and baggage at all airports, and to establish a program to screen cargo and ensure perimeter access security at all such airports; and

WHEREAS, in order to carry out this statutory mandate, it is necessary for TSA to use certain airport space and facilities defined under federal law as “necessary security checkpoints”; and

WHEREAS, The TSA provided Milwaukee County with an agreement that establishes TSA’s use of the security checkpoints; and

WHEREAS, TSA needs to conduct baggage and passenger screening under the requirements of ATSA and other applicable federal laws; and

WHEREAS, in order to improve airport security in a manner that meets the requirements of ATSA, it is necessary for TSA to use existing checkpoint space, and, in some cases, to expand checkpoint space; and

WHEREAS, the submitted agreement will supersede all previous agreements and amendments concerning TSA’s reimbursement to the Airport of electrical consumption costs at screening checkpoints and baggage areas; and

WHEREAS, the agreement establishes the roles and responsibilities between TSA and Milwaukee County. TSA will encumber funding as designated in the obligating document; and

WHEREAS, Airport staff recommended that Milwaukee County enter into the Other Transaction Agreement between Department of Homeland Security, Transportation Security Administration, and Milwaukee County relating to the use of space and cost reimbursement at TSA Security Checkpoints and Baggage areas at

47 General Mitchell International Airport for a term of one (1) year or so long as federal law
48 requires TSA to perform screening functions at the Airport, whichever is sooner
49

50 WHEREAS, the Transportation, Public Works and Transit Committee, at its
51 meeting on September 11, 2013, recommended approval (vote) that Milwaukee
52 County authorize the Director, Department of Transportation and the County Clerk to
53 enter into the Other Transaction Agreement between Department of Homeland Security,
54 Transportation Security Administration, and Milwaukee County relating to the use of
55 space and cost reimbursement at TSA Security Checkpoints and Baggage areas at
56 General Mitchell International Airport for a term of one (1) year and automatic one (1)
57 year renewal, or so long as federal law requires TSA to perform screening functions at
58 the Airport, whichever is sooner; now, therefore,
59

60 BE IT RESOLVED, that the Director, Department of Transportation and the
61 County Clerk are hereby authorized to enter into the Other Transaction Agreement
62 between Department of Homeland Security, Transportation Security Administration, and
63 Milwaukee County relating to the use of space and cost reimbursement at TSA Security
64 Checkpoints and Baggage areas at General Mitchell International Airport for a term of
65 one (1) year and automatic one (1) year renewal, or so long as federal law requires TSA
66 to perform screening functions at the Airport, whichever is sooner.
67

68 H:\Private\Clerk Typist\Aa01\TPW&T 13\09 - September 13\RESOLUTION - TSA Other Transaction Agreement.docx

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/19/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: OTHER TRANSACTION AGREEMENT BETWEEN DEPARTMENT OF HOMELAND SECURITY TRANSPORTATION SECURITY ADMINISTRATION AND MILWAUKEE COUNTY RELATING TO THE USE OF SPACE AND COST REIMBURSEMENT AT TSA SECURITY CHECKPOINTS AND BAGGAGE AREAS AT GENERAL MITCHELL INTERNATIONAL AIRPORT.

FISCAL EFFECT:

- | | |
|--|--|
| <input checked="" type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue	24,659	24,659
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

The airport will receive \$24,659.40 per year for the reimbursement of utility expenses relating to the TSA security clearance processing of baggage and passengers at GMIA.

Department/Prepared By Steven A. Wright, A.A.E.

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

DATE: August 19, 2013

TO: Supervisor Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Michael Mayo, Sr., Chairperson, Transportation, Public Works & Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Intergovernmental Cooperative Agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for the restoration of the Wilson Park Creek contained within General Mitchell International Airport property.

POLICY

The Director of the Department of Transportation (DOT) requests authority for Milwaukee County to enter into an agreement with the Milwaukee Metropolitan Sewerage District (MMSD) for the restoration of the concrete channel at Wilson Park Creek within the General Mitchell International Airport as per the terms of the attached intergovernmental cooperative agreement.

BACKGROUND

Milwaukee County owns land and facilities bordering the Wilson Park Creek located at General Mitchell International Airport (GMIA)

The Wilson Park Creek concrete channel lining has deteriorated in sections within GMIA property. This damage increases the risk of flooding and severe erosion at GMIA.

MMSD seeks to repair the Wilson Park Creek to prevent future flooding and erosion risk to GMIA aviation operations. The MMSD has agreed to perform the work as stated in the attached intergovernmental cooperative agreement.

Milwaukee County has successfully entered into cooperative agreements with MMSD for similar projects in the past.

RECOMMENDATION

The Director of DOT recommends and requests that DOT be authorized to enter into an agreement with the Milwaukee Metropolitan Sewerage District contingent on the approval of Corporation Counsel and Risk Management as per the terms of the attached intergovernmental cooperative agreement to repair the Wilson Park Creek within General Mitchell International Airport.

Prepared by: Sean Hayes, PE, Environmental Engineer

Approved by:

Brian Dranzik, Director
Department of Transportation

cc: County Executive Chris Abele
Amber Moreen, Chief of Staff, County Executive's Office
Josh Fudge, Interim Budget Director, DAS - Fiscal
Vince Masterson, DAS-Fiscal
Barry Bateman, Director GMIA
Brian Dranzik, Director DOT
Greg High, DAS-A&E

1 From the Committee on Transportation, Public Works and Transit

2
3 File No. *
4 (Journal, *)
5

6 (ITEM NO.) From the Director of Transportation requesting authority for Milwaukee County
7 ("County") to enter into an agreement with the Milwaukee Metropolitan Sewerage District
8 ("District") for the repair of the concrete channel at Wilson Park Creek within the General
9 Mitchell International Airport as per the terms of the attached intergovernmental cooperative
10 agreement.
11

12 A RESOLUTION
13

14 WHEREAS, County owns land and facilities bordering the Wilson Park Creek located at
15 General Mitchell International Airport, hereafter "GMIA"; and

16 WHEREAS, the Wilson Park Creek concrete channel lining has deteriorated in
17 sections. This damage increases the risk of flooding and severe erosion at GMIA and Layton
18 Avenue; and

19 WHEREAS, the District is authorized by statute to project, plan, design, construct,
20 maintain, and operate a sewerage system for the collection, transmission, and disposal of all
21 drainage of the sewerage service area including, either as an integrated or as a separate
22 feature of the system, the collection, transmission and disposal of storm water and
23 groundwater; and

24 WHEREAS, the preferred method to remove risk at the Wilson Park Creek at GMIA is
25 the repair of the concrete lining of the concrete channel, which work is hereinafter referred to
26 as "Project"; and

27 WHEREAS, District agrees to plan, design, construct, operate and maintain the work
28 contained within the Project; and

29 WHEREAS, County agrees to reimburse the design, materials, and construction of
30 County-owned storm sewers affected by the Project that are mutually agreed upon by District
31 and County staff to be in a state of disrepair requiring replacement or repair.

32 WHEREAS, at its September, 2013 meeting, the Committee on Transportation, Public
33 Works and Transit recommended approval of the said request; now, therefore,
34

35 BE IT RESOLVED, that the Milwaukee County Board of Supervisors hereby
36 authorizes the Director of Transportation to enter into an agreement between Milwaukee
37 County and Milwaukee Metropolitan Sewerage District contingent on the approval of
38 Corporation Counsel and Risk Management as per the terms of the attached
39 intergovernmental cooperative agreement.
40

41
42
43
44 SJH
45 O:\WPDOC\ENV\GMIA\Wilson Park Creek Channel

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 8/19/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Intergovernmental cooperative agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for the Repair of the Wilson Park Creek at General Mitchell International Airport.

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input checked="" type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	\$5,000	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement Budget	Expenditure	0	0
	Revenue		
	Net Cost	0	0

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. Requesting approval to enter into an Intergovernmental Cooperative Agreement between the Milwaukee Metropolitan Sewerage District and Milwaukee County for the Repair of the Wilson Park Creek at General Mitchell International Airport.

B. Direct costs include the engineering staff fees and repair cost to Milwaukee County storm sewer infrastructure of approximately \$5,000 based on Milwaukee County A&E estimates. MMSD will fund all remaining work, including concrete channel repair and site restoration.

C. The engineering staff fees and the repair cost of Milwaukee County storm sewer infrastructure will be funded from existing airport operating budget accounts set up for this purpose. There are sufficient funds in these accounts to pay for these actions.

D. None.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**AGREEMENT BETWEEN THE
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT
AND
MILWAUKEE COUNTY**

This Agreement entered into as of the last date appearing in the signature block below, by and between the Milwaukee Metropolitan Sewerage District ("District"), a municipal body corporate, created and operating pursuant to Wis. Stat. §§ 200.21 through 200.65, and the County of Milwaukee ("County"), a municipal body corporate, organized and operating pursuant to ch. 59 Wis. Stat.

RECITALS:

WHEREAS, the County owns land and facilities bordering the Wilson Park Creek located at General Mitchell International Airport, hereafter "GMIA"; and

WHEREAS, the Wilson Park Creek concrete channel lining has deteriorated in two areas within the boundaries of GMIA (see attached map). This damage could increase future risk of flooding and severe erosion at GMIA and Layton Avenue; and

WHEREAS, the District is authorized by statute to project, plan, design, construct, maintain, and operate a sewerage system for the collection, transmission, and disposal of all drainage of the sewerage service area including, either as an integrated or as a separate feature of the system, the collection, transmission and disposal of storm water and groundwater; and

WHEREAS, the District constructed, owns, and is responsible for the maintenance of the concrete channel liner for the Wilson Park Creek within the boundaries of GMIA and has an easement from the County (see attached easement document) for the channel; and

WHEREAS, the preferred method to remove risk at the Wilson Park Creek at GMIA is the repair of the concrete lining, which work is hereinafter referred to as "Project"; and

WHEREAS, the District agrees to plan, design, construct, operate and maintain the work contained within the Project.

NOW, THEREFORE, it is agreed between the parties, that in consideration of the mutual promises made to this Agreement:

PROVISIONS:

1. Design and Construction of Concrete Channel Repairs at the Wilson Park Creek at GMIA.

- A. District to Design and Construct the Concrete Channel Repairs. Subject to reimbursement for design, construction, and material costs identified in subsection B.(2) below, the District shall design and build the Project at its

expense.

B. Payment and Reimbursement for Design and Construction Costs.

- (1) Except as provided in subsection B.(2), the District agrees to coordinate and fund the design, construction, materials, and construction management (resident engineer and inspection) of the Project.
- (2) The County shall fund the design, materials, and construction of County-owned storm sewers affected by the Project that are mutually agreed upon by District and County staff to be in a state of disrepair requiring replacement or repair.

C. Plan Review, Engineering Services, and Other Engineering Considerations.

- (1) The District shall provide the County with plans and specifications for the Project for review and approval prior to the start of construction.
- (2) The District is responsible for providing Engineering Services, including resident engineer and inspection activities during construction.
- (3) The District shall provide as-built drawings, acceptable to the County, within 60 days after substantial completion.
- (4) The District design and construction will replace the damaged concrete channel liner in kind and shall not alter the current level of the flood risk protection.
- (5) The County shall permit designated District staff to enter the premises for purposes of inspection provided that District staff wishing to enter the secure air side of GMIA must apply for and receive a security badge issued by GMIA permitting them to enter the secured air side.
- (6) The District shall secure and pay for all permits required by any governing body or agency that has jurisdiction over the property, including but not limited to, the Wisconsin Department of Natural Resources, before any substantial construction, repair or maintenance work on the channel concrete liner commences.
- (7) The District shall provide the County technical information upon request and to the extent such information is available to the District.

- 2. Payment.** The District may submit invoices to the County for the County's share of the Project cost. The invoice should include: an invoice number, detailed description of the work performed, including costs incurred for which reimbursement is sought by the invoice, the dates covered by the invoice, and backup documentation of actual costs

incurred by the District. The County shall pay the District's invoice within thirty (30) days after receiving the invoice provided a complete invoice is submitted to the County. To expedite the payment of invoices under this Contract, all invoices shall be sent directly to the following address:

Milwaukee County DAS – Environmental Services
Attn: Sean Hayes
2711 W. Wells St., RM 211
Milwaukee, WI 53208

3. **Reports.** At the end of every three (3) month period, if requested by County staff, the District will provide a written report to the County describing the progress made during the preceding three (3) month period on design or construction of the systems identified in this Agreement.
4. **Materials.** The District shall furnish all materials, equipment, and supplies used to provide the services required by this Agreement.
5. **Independent Contractor.** Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the County or its successors or assigns and the District or its successors or assigns. In entering into this Agreement, and in acting in compliance herewith, the District is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder.
6. **Insurance.** The District shall, during the term of this Agreement, keep in full force and effect a policy of general liability insurance or its equivalent and automobile insurance in an amount not less than \$1,000,000 combined single limit. The District shall also maintain insurance coverage for worker's compensation (waiver of subrogation endorsement in favor of Milwaukee County) as required by the State of Wisconsin, including employer's liability. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Milwaukee County as its interests may appear shall be named as an additional insured for general liability. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Agreement.
7. **Indemnification.** With respect to any work on the Project located outside of the easement area and on County property, the District and the County agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless the other party and their agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional or negligent acts or omissions of the indemnifying party, or their agents which may arise out of or are connected with the activities covered by this Agreement. Milwaukee County's and the District's liability shall be limited by Wis. Stat. § 345.03(3) for automobile and § 893.80(3) for general liability.
8. **Exclusive Agreement.** This is the entire Agreement between the County and District.

9. Modification of the Agreement. This Agreement may be modified only by a written modification agreed upon by the duly authorized representative of each party. Prior to the beginning of construction, each party will designate their respective duly authorized representative to the other party.

10. Contract Completion. The parties agree that the work contemplated in this Agreement will be completed no later than 31 December 2014.

11. Effective Date of this Agreement. This Agreement is not in effect until reviewed and approved by resolute action by both the Board of County Supervisors for the County of Milwaukee and by the Metropolitan Sewerage Commission of the Milwaukee Metropolitan Sewerage District.

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

By: _____ Dated: _____
Kevin L. Shafer, P.E.
Executive Director

By: _____ Dated: _____
Attorney for the District

MILWAUKEE COUNTY

By: _____ Dated: _____
Brian Dranzik, Director
Department of Transportation

By: _____ Dated: _____
Milwaukee County
Corporation Counsel

By: _____ Dated: _____
Milwaukee County
Risk Manager

AGREEMENT FOR IMPROVEMENTS TO THE SOUTHEAST
 TRIBUTARY OF THE KINNICKINNIC RIVER THROUGH
 GENERAL MITCHELL FIELD FROM SOUTH HOWELL AVENUE
 TO THE CHICAGO AND NORTHWESTERN RAILWAY
 RIGHT-OF-WAY AT EAST EDGERTON AVENUE (EXTENDED)

THIS AGREEMENT, made and entered into this 26th day
 of June, 1972, by and between MILWAUKEE COUNTY, through
 the Milwaukee County Department of Public Works, hereinafter
 called the "County", and the SEWERAGE COMMISSION OF THE CITY
 OF MILWAUKEE, for the benefit of the Metropolitan Sewerage
 District of the County of Milwaukee, hereinafter called the
 "Commission".

WITNESSETH:

WHEREAS, the Commission, under applicable provisions
 of the Statutes of the State of Wisconsin, proposes to improve
 the channel of the Southeast tributary of the Kinnickinnic
 River, including that reach of the stream in General Mitchell
 Field from South Howell Avenue to the Chicago and Northwestern
 Railway right-of-way at East Edgerton Avenue (Extended); and

WHEREAS, in addition to relocating, widening, deepen-
 ing and paving the channel it will be necessary to construct
 drainage enclosures through runway safety and extended runway
 safety areas for Runways 13, 19R and 19L to comply with airport
 safety standards of the Federal Aviation Administration; and

WHEREAS, it is deemed most practical and in the public
 interest to undertake the work on the airport and drainage facili-
 ties on a coordinated basis:

NOW THEREFORE, in consideration of the covenants and
 undertakings of each party to the other hereinafter set forth,
 the parties hereto agree as follows:

REGISTER'S OFFICE
 Milwaukee County, Wis.
 RECORDED AT SS M

4698989

on AUG 18 1972 in
 Reel 671 Page 161 to 164
Walter R. Benge
 REGISTER OF DEEDS *Wiel*

AUG-18-72 291616 • 4698989 LI CAREC

1. The Commission shall arrange for the construction of the improvements to the drainage channel through General Mitchell Field together with necessary appurtenant work, including the enclosures at Runways 13, 19R and 19L, based on plans and specifications prepared by the Commission and approved by the County.
2. The Commission shall furnish copies of design, plans, specifications and cost estimates of the proposed work to the County and shall assist the County in securing state and federal aids for eligible portions of the work.
3. The Commission shall arrange for the alteration and relocation of existing public or private utility facilities as may be necessary to permit construction of the new drainage channel.
4. The Commission shall maintain the surfaced portion of the open channel and the waterway of the channel enclosures or structures.
5. The County shall provide the necessary right-of-way for the relocated and improved watercourse without cost to the Commission.
6. Upon completion of the construction, the County shall maintain fencing as required to insure security of the operation of the airport and the drainage channel.
7. The County shall maintain the turfed portions of the open channel and areas over enclosures or structures.
8. The County shall contribute toward the cost of construction of the new drainage channel, with the benefit of state and federal airport aids, an amount which represents the additional cost of providing enclosures over the runway safety and extended runway safety areas as

compared with the cost of an open channel through such areas.

9. The County shall contribute toward the project cost of new drainage inlets into the channel required by proposed airport sewer improvements and the cost of new sanitary sewer to service the north fixed base hangar area an amount which represents the cost of alterations or relocations of the existing sanitary sewer to the north fixed base area.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the day and year first above written.

WITNESS:

MILWAUKEE COUNTY

Dorothy Petro

By Richard Nowakowski (Seal)
Richard Nowakowski, Chairman
County Board of Supervisors

Sandi Kintop

Thomas Zablocki (Seal)
Thomas Zablocki
County Clerk

Eugene J. Biele

SEWERAGE COMMISSION OF
THE CITY OF MILWAUKEE
Donald E. Murphy (Seal)
Donald E. Murphy, Chairman

Richard E. Schmidt

Helen M. Preloznik (Seal)
Helen M. Preloznik, Secretary

STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS

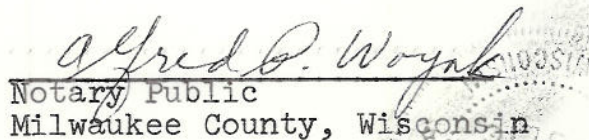
Personally came before me this 19 day of MAY,
1972, the above named Richard Nowakowski, Chairman of the
County Board of Supervisors, and Thomas E. Zablocki, County
Clerk, known to me to be such officers, and acknowledged
that they executed the foregoing instrument of behalf of
Milwaukee County for the purpose aforesaid and by its
authority.


Notary Public

Milwaukee County, Wisconsin
My Commission ~~expires~~ **MY COMMISSION IS PERMANENT**

STATE OF WISCONSIN }
MILWAUKEE COUNTY } SS

Personally came before me this 26th day of June,
1972, the above named Donald E. Murphy, Chairman, and Helen
M. Preloznik, Secretary, of the Sewerage Commission of the
City of Milwaukee, State of Wisconsin, to me known to be
such officers, and acknowledged that they executed the fore-
going instrument in behalf of the Sewerage Commission of the
City of Milwaukee for the purpose aforesaid and by its
authority.


Notary Public
Milwaukee County, Wisconsin

My Commission Expires Feb. 22, 1976

SEWERAGE COMMISSION

OF THE CITY OF MILWAUKEE

P. O. Box 2079 Milwaukee, Wis. 53201

CONTRACT 805

MILWAUKEE COUNTY

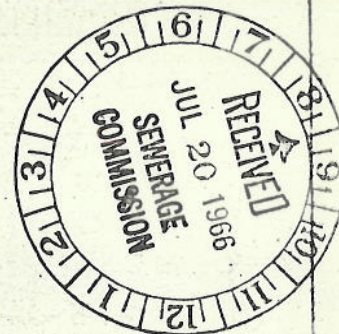
Milwaukee County



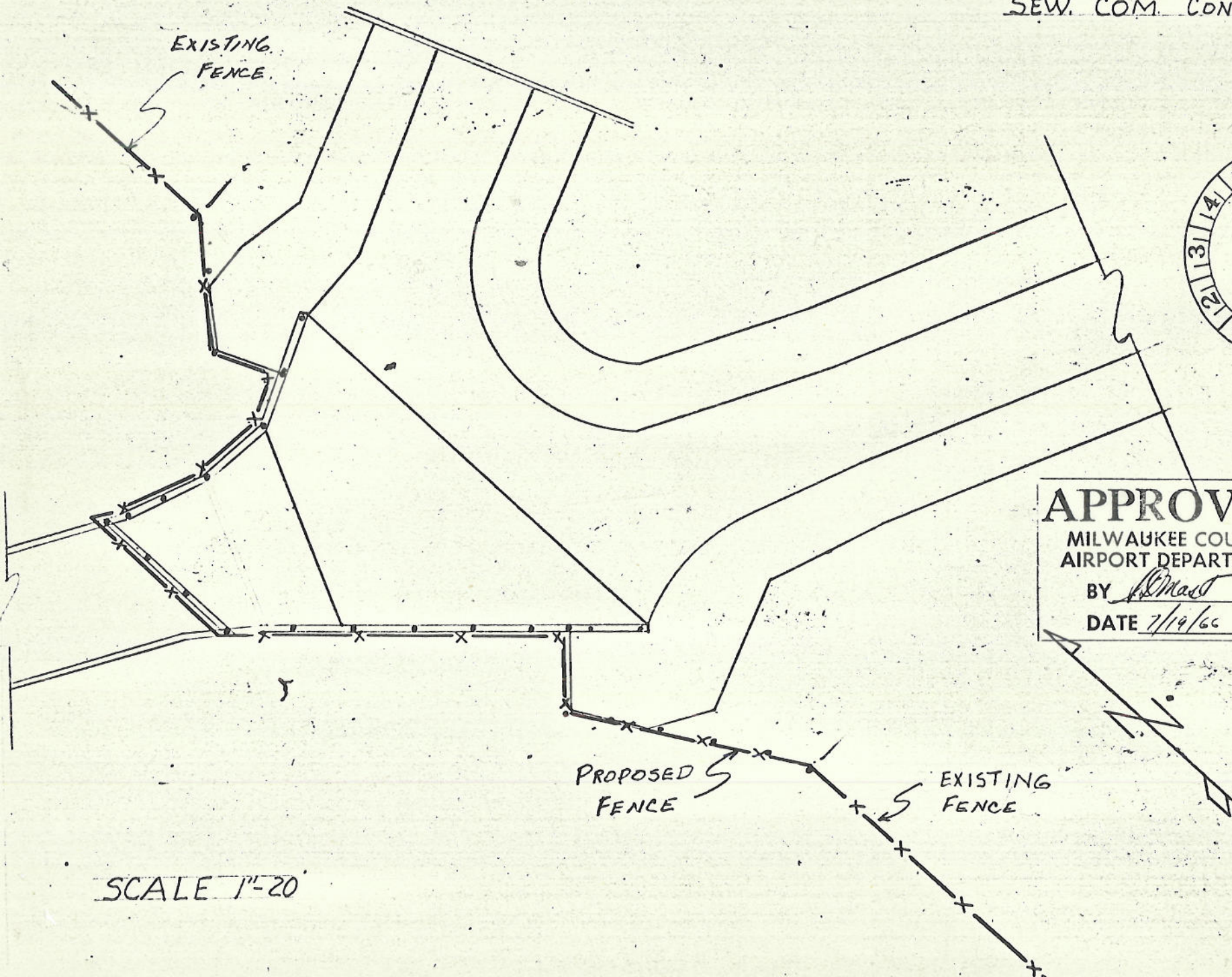
**THIS INSTRUMENT WAS DRAFTED BY
SEWERAGE COMMISSION
OF THE CITY OF MILWAUKEE**

P. O. Box 2079 Milwaukee, Wis. 53201

PROPOSED FENCING
FOR K.K. RIVER
INLET STRUCTURE
SEW. COM. CONT. 707



APPROVED
MILWAUKEE COUNTY
AIRPORT DEPARTMENT
BY *[Signature]*
DATE 7/19/66



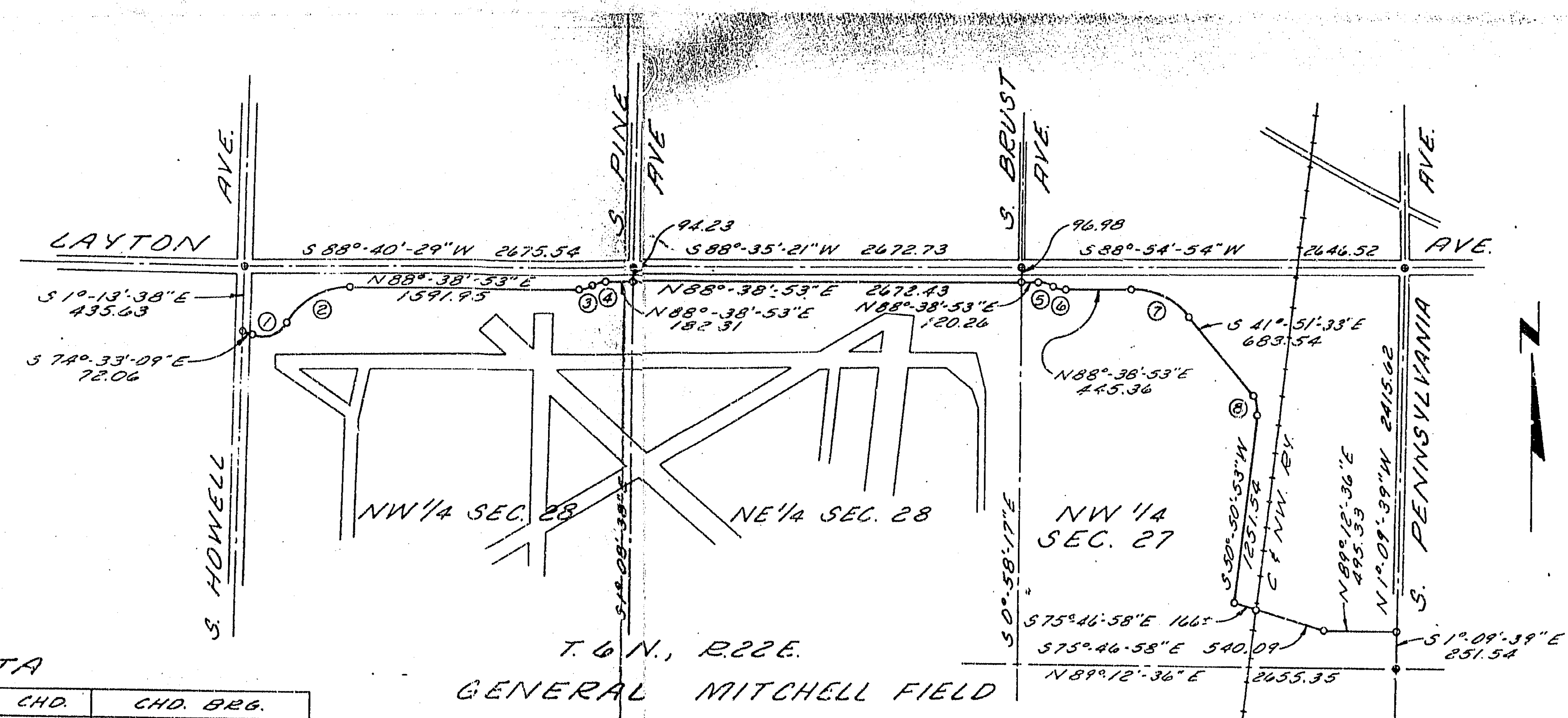
127-001
SEE CONT. #805

Centerline description for the improvement of the South Branch of the Kinnickinnic River through General Mitchell Field and more particularly located in the North One-Half (N 1/2) of Section Twenty-eight (28), and the Northwest One-Quarter (NW 1/4) of Section Twenty-seven (27), Township Six (6) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

The centerline of said temporary and permanent easements being described as follows:

Commencing at the northwest corner of the Northwest One-Quarter (NW 1/4) of Section Twenty-eight (28), Township Six (6) North, Range Twenty-two (22) East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin; thence South $1^{\circ} 13' 38''$ East along the west line of said One-Quarter Section four hundred thirty-five and sixty-three hundredths (435.63) feet to the point of beginning of the aforementioned centerline; thence South $74^{\circ} 33' 09''$ East, seventy-two and six hundredths (72.06) feet to a point; thence Northeasterly, two hundred fifty-nine and fifty-seven hundredths (259.57) feet along the arc of a curve (the center of which is to the Northeast, the radius of which is two hundred and zero hundredths (200.00) feet and the chord of which bears North $68^{\circ} 16' 01.5''$ East, two hundred forty-one and seventy-three hundredths (241.73) feet) to a point; thence Northeasterly, five hundred two and thirty-two hundredths (502.32) feet along the arc of a curve (the center of which is to the Southeast, the radius of which is five hundred and zero hundredths (500.00) feet and the chord of which bears North $59^{\circ} 52' 02.5''$ East, four hundred eighty-one and forty-six hundredths (481.46) feet) to a point; thence North $88^{\circ} 38' 53''$ East, one thousand five hundred ninety-one and ninety-five hundredths (1591.95) feet to a point; thence Northeasterly, ninety-five and seventy-eight hundredths (95.78) feet along the arc of a curve (the center of which is to the Northwest, the radius of which is two hundred and zero hundredths (200.00) feet and the chord of which bears North $74^{\circ} 55' 42.5''$ East, ninety-four and eighty-seven hundredths (94.87) feet) to a point; continuing thence Northeasterly, ninety-five and seventy-eight hundredths (95.78) feet along the arc of a curve (the center of which is to the Southeast, the radius of which is two hundred and zero hundredths (200.00) feet and the chord of which bears North $74^{\circ} 55' 42.5''$ East, ninety-four and eighty-seven hundredths (94.87) feet) to a point; thence North $88^{\circ} 38' 53''$ East, one hundred eighty-two

and thirty-one hundredths (182.31) feet to a point, said point being ninety-four and twenty-three hundredths (94.23) feet South $1^{\circ} 08' 38''$ East of the northeast corner of the Northwest One-Quarter (NW 1/4) of said Section Twenty-eight (28); continuing thence North $88^{\circ} 38' 53''$ East, two thousand six hundred seventy-two and forty-three hundredths (2672.43) feet to a point, said point being ninety-six and ninety-eight hundredths (96.98) feet South $0^{\circ} 58' 17''$ East of the northeast corner of the Northeast One-Quarter (NE 1/4) of said Section Twenty-eight (28); continuing thence North $88^{\circ} 38' 53''$ East, one hundred twenty and twenty-six hundredths (120.26) feet to a point; thence Southeasterly, ninety-five and seventy-eight hundredths (95.78) feet along the arc of a curve (the center of which is to the Southwest, the radius of which is two hundred and zero hundredths (200.00) feet and the chord of which bears South $77^{\circ} 37' 56.5''$ East, ninety-four and eighty-seven hundredths (94.87) feet) to a point; continuing thence Southeasterly, ninety-five and seventy-eight hundredths (95.78) feet along the arc of a curve (the center of which is to the Northeast, the radius of which is two hundred and zero hundredths (200.00) feet and the chord of which bears South $77^{\circ} 37' 56.5''$ East, ninety-four and eighty-seven hundredths (94.87) feet) to a point; thence North $88^{\circ} 38' 53''$ East, four hundred forty-five and thirty-six hundredths (445.36) feet to a point; thence Southeasterly, four hundred thirty-one and ninety-one hundredths (431.91) feet along the arc of a curve (the center of which is to the Southwest, the radius of which is five hundred and zero hundredths (500.00) feet and the chord of which bears South $66^{\circ} 36' 20''$ East, four hundred eighteen and sixty hundredths (418.60) feet) to a point; thence South $41^{\circ} 51' 33''$ East, six hundred eighty-three and fifty-four hundredths (683.54) feet to a point; thence Southeasterly, one hundred sixty-six and fifty-three hundredths (166.53) feet along the arc of a curve (the center of which is to the Southwest, the radius of which is two hundred and zero hundredths (200.00) feet and the chord of which bears South $18^{\circ} 00' 20''$ East, one hundred sixty-one and seventy-six hundredths (161.76) feet) to a point; thence South $5^{\circ} 50' 53''$ West, one thousand two hundred fifty-one and fifty-four hundredths (1251.54) feet to a point; thence South $75^{\circ} 46' 58''$ East, one hundred sixty-six (166) feet more or less to a point in the centerline of the Chicago and the Northwestern Railway Co. tracks, said point also being the end of the aforementioned centerline; continuing thence South $75^{\circ} 46' 58''$ East, five hundred forty and nine hundredths (540.09) feet to a point; thence North $89^{\circ} 12' 36''$ East and parallel with the south line of the Northwest One-Quarter (NW 1/4) of said Section Twenty-seven (27), four hundred ninety-five and thirty-three hundredths (495.33) feet to a point in the east line of said One-Quarter Section; thence South $1^{\circ} 09' 39''$ East along the east line of said One-Quarter Section, two hundred fifty-one and fifty-four hundredths (251.54) feet to the southeast corner of the Northwest One-Quarter (NW 1/4) of said Section Twenty-seven (27); excluding therefrom way lands dedicated for street purposes and the right-of-way of the Chicago and Northwestern Railway Company.



CURVE DATA

NO.	RADIUS	I	TAN.	ARC	CHD.	CHD. BRG.
1	200.00	74° 21' 39"	151.70	259.57	241.73	N 68° 16' 01.5" E
2	300.00	57° 33' 41"	274.66	502.32	481.46	N 59° 52' 02.5" E
3	200.00	27° 26' 21"	48.43	95.78	94.87	N 74° 55' 42.5" E
4	200.00	27° 26' 21"	48.43	95.78	94.87	N 74° 55' 42.5" E
5	200.00	27° 26' 21"	48.43	95.78	94.87	S 77° 37' 56.5" E
6	200.00	27° 26' 21"	48.43	95.78	94.87	S 77° 37' 56.5" E
7	300.00	49° 29' 34"	230.46	431.91	418.60	S 62° 36' 20" E
8	200.00	47° 42' 26"	88.43	146.53	161.76	S 18° 00' 20" E

T. 6 N., R. 22 E.
GENERAL MITCHELL FIELD

J. C. ZIMMERMAN ENGINEERING CORP.
GREENFIELD, WISCONSIN

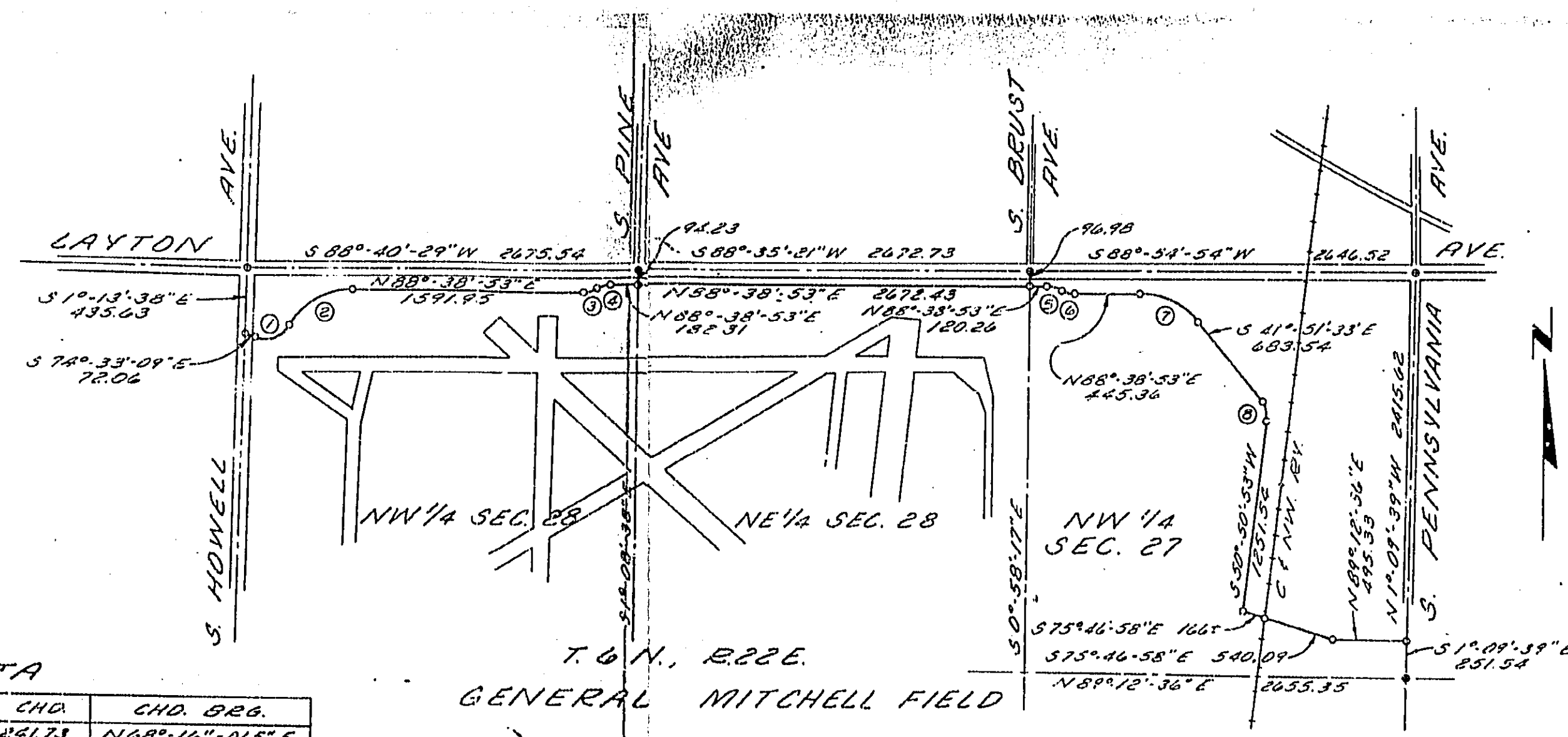
APPROVED BY Jerry C. Zimmerman

CHECKED BY Allen J. Orszag

DRAWN BY D. S. PIONEER

SCALE 1" = 800'

DATE 4/27/72



CURVE DATA

NO.	RADIUS	I	TAN.	PBC	CHD.	CHD. BEG.
1	200.00	74° 21' 39"	151.70	259.57	241.73	N 68° 16' 03" E
2	500.00	57° 33' 47"	274.66	308.32	181.46	N 39° 33' 02" E
3	200.00	27° 22' 27"	48.43	75.78	74.87	N 74° 33' 02" E
4	200.00	27° 22' 27"	48.43	75.78	74.87	N 74° 33' 02" E
5	200.00	27° 22' 27"	48.43	75.78	74.87	N 74° 33' 02" E
6	200.00	27° 22' 27"	48.43	75.78	74.87	N 74° 33' 02" E
7	500.00	49° 19' 34"	270.42	431.51	218.60	S 64° 30' 00" E
8	200.00	47° 42' 36"	88.43	166.53	161.76	S 78° 22' 00" E

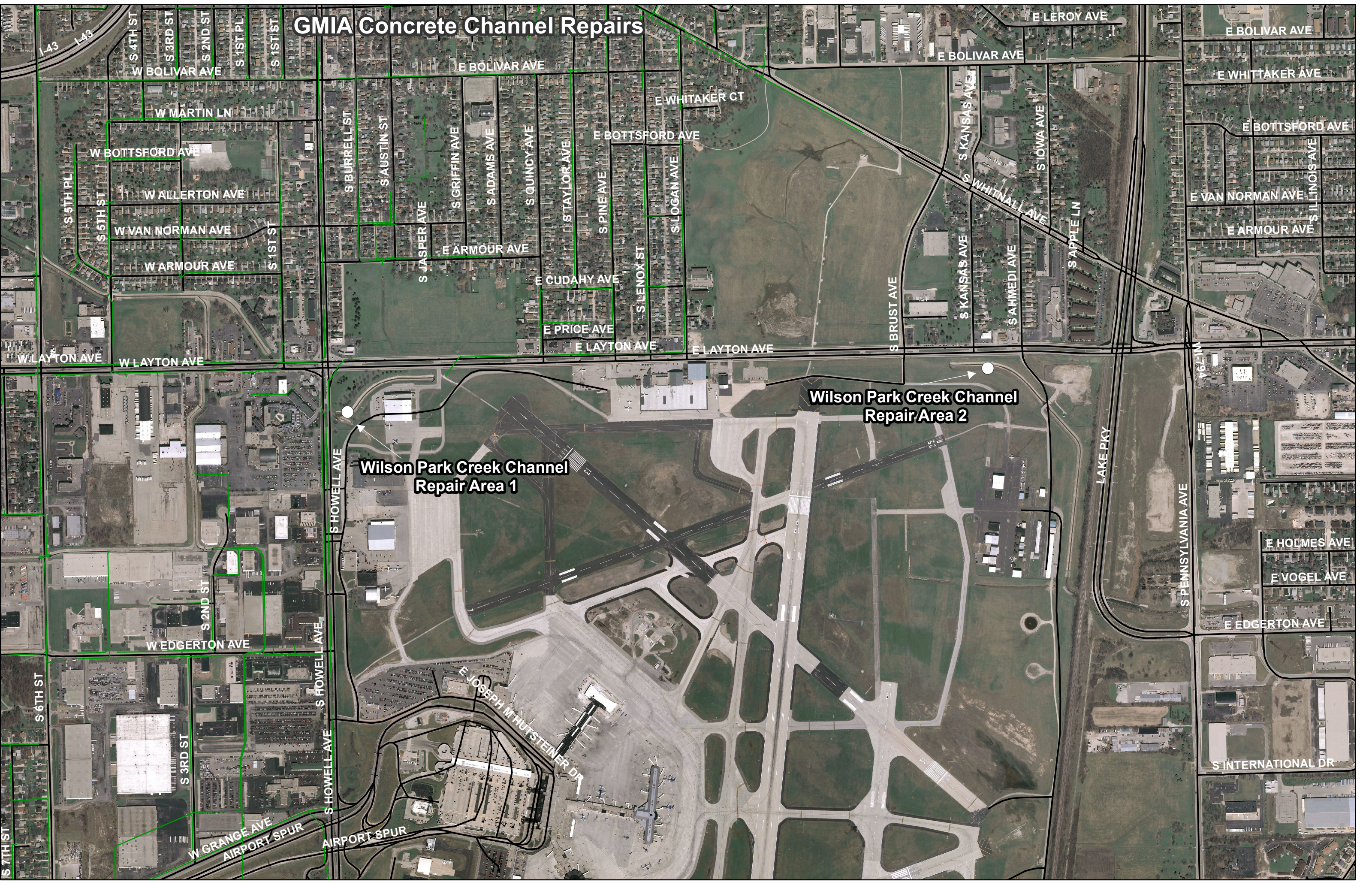
T. & N. R. 22 E.
GENERAL MITCHELL FIELD

J. C. ZIMMERMAN ENGINEERING CORP.
GREENFIELD, WISCONSIN
APPROVED BY [Signature]
CHECKED BY [Signature]
DRAWN BY [Signature]
SCALE 1" = 800'
DATE 4/22/72

GMIA Concrete Channel Repairs

**Wilson Park Creek Channel
Repair Area 1**

**Wilson Park Creek Channel
Repair Area 2**



**COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: August 2, 2013

TO: Chairperson Michael Mayo Sr., Transportation, Public Works & Transit Committee
Co-Chair Willie Johnson, Jr., Finance, Personnel and Audit Committee
Co-Chair David Cullen, Finance, Personnel and Audit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **SEMI-ANNUAL REPORT ON AIRPORT CAPITAL IMPROVEMENT PROJECTS**

POLICY

Informational Report

BACKGROUND

Per the adopted 2013 Capital Budget, the Airport Director shall continue to submit a semi-annual report to the Committees on Finance and Audit and Transportation and Public Works on the status of all currently authorized Capital Improvement Projects. In a form pre-approved by the DAS Capital Finance Manager, County Board staff and Director of Audits, the report shall provide the following information for each authorized Capital Improvement Project:

- Date of initial County Board approval
- Brief description of scope of project
- Estimated completion date
- Expenditures and revenues summary, including reconciliation of each revenue source (e.g. Passenger Facility Charges, Airport Reserve, Bonds and Miscellaneous Revenue) and amount of committed funds for each.
- Date, purpose and amount of any approved appropriation transfers

Attached is the second semi-annual report for 2013, which indicates the expenditure and revenue summaries of the Airport's active Capital Improvement projects through June, 2013. The capital projects shown are at various stages of development, several of which have reached completion and will be closed out as part of the 2012 year end activities. The next report will be submitted in March 2014 for the period ended December 31, 2013.

Prepared by: Patricia M Walslager, Deputy Airport Director, Finance & Administration

Approved by:

Brian Dranzik, Director
Department of Transportation

C. Barry Bateman
Airport Director

August 2, 2013
Page 2

Cc: James Martin, Director of Operations, Dept of Transportation
Don Tyler, Director, Department of Administrative Services
Pamela Bryant, Capital Finance Manager
Justin Rodriguez, Capital Finance Management Analyst
Janelle Jensen, Committee Clerk, Finance & Audit Committee
Jodi Mapp, Committee Clerk, Transportation, Public Works & Transit Committee

Attachment: Excel Spreadsheet summarizing Capital Improvement Projects through June 30, 2013.

H:\Private\Clerk Typist\Aa01\TPW&T 13\09 - September 13\INFORMATIONAL REPORT - Semi-Annual Report on Capital Improvement Projects - 6.30.13.doc

GMIA Capital Projects
Summary of Expenditures

Project #	Project Name	Manager	Proj Approved	Proj Complete	Amounts Per Advantage					Expedition Remaining Commitments Note A	Currently Uncommitted Funds	Future Commitments Per A&E Note B	Net Available	
					Cumulative Budget	Cumulative Expended	Cumulative Unrealized	Currently Encumbered	Available Funds					
					ACTIVE GMIA PROJECTS									
WA005	Master Plan Update	Kevin Demitros	7/19/2001	Transfer	2013	1,787,160	1,775,399	11,761	0	11,761	0	11,761	11,761	0
WA006	C Concourse, Four Gate Expansion	Ed Baisch	1999	Adopted budget	2010	65,241,519	64,361,578	879,941	0	879,941	0	879,941	1	879,940
WA022	Abrasive Storage Building- Design	Paul Montalto	9/15/2009	Budget	2012	2,270,060	261,845	2,008,215	0	2,008,215	-261,845	2,270,060	0	2,270,060
WA042	Baggage Claim Remodeling	Jim Zsebe	2006	Adopted Budget	2014	53,154,000	4,024,985	49,129,015	2,122,139	47,006,877	58,988	46,947,889	46,947,889	0
WA044	In-line Bag Screening, Phase 1 and 2	Tim Kipp	2002	Adopted Budget	2013	49,273,130	28,856,720	20,416,410	8,017,362	12,399,048	24,578,946	14,889,944	14,835,898	54,046
WA048	D Concourse Improvements	Vijay Mehta	2003	Adopted Budget	2012	20,007,580	18,544,746	1,462,834	10,000	1,452,834	0	1,452,834	0	1,452,834
WA061	E Concourse Stem Remodeling & Electrical	Ed Baisch	2004	Adopted Budget	2011	11,030,299	10,713,002	317,297	0	317,297	0	317,297	0	317,297
WA064	Phase II Mitigation Program	Kim Berry	9/15/2009	Budget	2014	41,862,600	26,031,376	15,831,224	2,672,534	13,158,689	-6,179,218	19,337,907	19,337,907	0
WA072	LJT Runway Crack Repair and Sealcoating	Ed Baisch	2006	Adopted Budget	2012	2,256,270	1,341,646	914,624	0	914,624	4,895	909,729	909,729	0
WA094	Runway Safety Area Improvements - RSA-Runway 1L, 19R, 7R and	Jim Zsebe	2005	Adopted Budget	2013	74,019,972	70,342,187	3,677,785	1,646,744	2,031,041	21,862	2,009,179	2,009,179	0
WA095	Terminal Cable Tray System	Tim Kipp	9/15/2009	transfer	2011	347,000	321,842	25,158	6,922	18,235	0	18,235	18,235	0
WA096	Parking Structure Relighting	Tim Kipp	9/15/2009	transfer	2012	1,811,000	592,442	1,218,558	937,291	281,266	2,494	278,772	278,772	0
WA100	Security Sys Fiber Optic Cable Replacement	Walter Wilson	11/7/2006	adopted budget	2010	1,827,000	1,721,861	105,139	0	105,139	0	105,139	105,139	0
WA108	HVAC Equipment Replacement	Vijay Mehta	5/31/2006	Budget	2011	6,859,400	6,557,622	301,778	148,554	153,224	68,670	84,554	54,724	29,830
WA112	GMIA TAXIWAY R & R3 Reconstruction	Ed Baisch	9/27/2012	adopted budget		400,000	0	400,000	0	400,000	0	400,000	400,000	0
WA122	Airfield Pavement Rehabilitation	Tim Kipp	11/7/2006	adopted budget	2012	6,175,100	5,212,545	962,555	15,045	947,510	783,845	163,665	-54,946	218,611
WA123	Airfield Safety Improvements	Tim Kipp	11/7/2006	adopted budget	2012	2,720,000	2,569,352	150,648	0	150,648	-805,476	956,124	376,707	579,417
WA124	Install Ground Power Units& Preconditioned Air	Ed Baisch	11/3/2007	Adopted Budget	2011	2,490,400	1,482,155	1,008,245	84,048	924,197	244	923,953	923,953	0
WA125	Security and Wildlife Perimeter Fence	Jim Zsebe	11/3/2007	Adopted Budget	2012	1,452,450	953,721	498,729	0	498,729	40,000	458,729	458,729	0
WA127	GMIA Terminal Expansion Design Study	Ed Baisch	11/3/2007	Adopted Budget	2016	500,000	0	500,000	0	500,000	0	500,000	500,000	0
WA130	Noise Barrier Study	Kim Berry	11/3/2007	Adopted Budget	2011	356,000	1,747	354,253	348,619	5,634	0	5,634	5,634	0
WA131	Part 150: Ramp Electrification	Ed Baisch	11/3/2007	Adopted Budget	2012	458,000	0	458,000	0	458,000	0	458,000	458,000	0
WA133	D Hammerhead Restroom Remodel	J. Zsebe	11/11/2008	Adopted Budget	2012	2,411,000	1,174,723	1,236,277	59,184	1,177,092	0	1,177,092	1,177,092	0
WA135	Runway 1L/19R & 7R/25L Intersection	Ed Baisch	10/8/2008	Adopted Budget	2013	13,641,458	10,995,617	2,645,841	135	2,645,706	0	2,645,706	1,986,706	659,000
WA139	Redundant Main Electrical Feed	Mary Turner	11/11/2008	Adopted Budget	2013	8,047,000	455,195	7,591,805	157,743	7,434,062	7,337	7,426,725	7,426,725	0
WA141	Admin BLDG Ground Level Build Out GMIA TRAINING FACILITY	Bernie Mielcarek	11/11/2008	Adopted Budget	2013	2,904,000	1,954,640	949,360	470,394	478,966	-34,518	513,484	513,484	0
WA142	LJT Runway 15L - 33R Extension	Tim Kipp	11/11/2008	Adopted Budget	2011	538,000	187,851	350,149	31,024	319,125	0	319,125	0	319,125
WA143	Cargo Ramp 3D Access Security	Andy Tran	11/11/2008	Adopted Budget	2011	270,000	185,432	84,568	19,325	65,243	0	65,243	0	65,243
WA145	Runway Guard Lights	T. Kipp	11/11/2008	Transfers	2012	2,992,000	1,107,912	1,884,088	0	1,884,088	0	1,884,088	236,088	1,648,000
WA147	Deicing pads at Cargo	Jim Zsebe	2011	Transfers	2013	100,000	15,527	84,473	0	84,473	0	84,473	84,473	0
WA148	Expand Fleet Building	Paul Montalto	1/1/2010	Budget	2012	3,616,000	497,626	3,118,374	34,824	3,083,550	8,079	3,075,471	3,075,471	0
WA149	Snow Equipment Storage Building	Ed Baisch	1/1/2010	Budget	2012	13,602,000	608,545	12,993,455	1,378	12,992,078	609,922	12,382,156	0	12,382,156
WA151	Part 150 Noise Monitoring	Kim Berry	2010	Adopted Budget	2013	2,140,000	0	2,140,000	0	2,140,000	0	2,140,000	2,140,000	0
WA152	Part 150 Vacant land Acquisition	Kim Berry	2010	Adopted Budget	2012	1,560,000	0	1,560,000	0	1,560,000	0	1,560,000	1,560,000	0
WA153	Purchase Non-County owned jet bridges	Jim Zsebe	2010	Transfer 2009	2014	11,550,000	1,825,260	9,724,740	0	9,724,740	0	9,724,740	9,724,740	0
WA158	GMIA Deicing Pad Design and Construction	Tim Kipp	2013	Budget	2013	13,200,000	40,755	13,159,245	526,920	12,632,325	18,169	12,614,156	12,614,156	0
WA160	GMIA Narrow Band Conversion	Terry Blue	2010	Budget	2013	2,000,000	1,908,500	91,500	0	91,500	0	91,500	0	91,500
WA161	GMIA Terminal Roadway Signage	Bernie Mielcarek	2011	Budget	2013	3,100,000	356,384	2,743,616	107,043	2,636,573	-99,934	2,736,507	2,736,507	0
WA162	GMIA CESSNA SERVICE APRON RECONSTRUCTION	Jim Zsebe	2012	Budget	2013	1,116,000	938	1,115,062	0	1,115,062	74,062	1,041,000	1,041,000	0
WA163	GMIA PERIMETER ROAD BRIDGE OVER HOWELL AVENUE	Karl Stave	2012	Budget	2013	8,200,000	1,068,118	7,131,882	3,431,689	3,700,193	1,502,710	2,197,483	2,197,483	0
WA165	Taxiway B Reconstruction	Tim Kipp	2011	Budget	2012	2,967,000	2,740,863	226,137	0	226,137	0	226,137	226,137	0
WA166	GMIA Perimeter Road Extension 128th to College Ave.	Paul Montalto	1/1/2012	Adopted Budget	2013	1,100,000	705,826	394,174	0	394,174	-20,000	414,174	410,932	3,242
WA167	GMIA Terminal Escalator Replacement	David Gulgowski	1/1/2012	Adopted Budget	2013	1,250,000	432,648	817,352	717,373	99,979	621	99,358	99,358	0
WA169	LJT Runway and Taxiway Lights	Tim Kipp	1/1/2012	Adopted Budget	2013	500,000	168,537	331,463	0	331,463	19,966	311,497	311,497	0
WA172	GMIA terminal Sanitary Sewer Utility Upgrade	Ed Baisch	9/27/2012	Adopted Budget		300,000	0	300,000	0	300,000	5,000	295,000	0	295,000
WA173	GMIA Fuel Farm Electrical Service	Mary Turner	1/1/2012	Adopted Budget	2013	1,100,000	72,476	1,027,524	10,057	1,017,467	50,224	967,243	967,243	0
WA175	GMIA Concourse C Checkpoint	Bernie Mielcarek	2011	Fund Transfer	2013	472,000	432,656	39,344	0	39,344	2,831	36,513	36,513	0
WA176	GMIA Airport Master Plan-AGIS/eALP	Ed Baisch	2012	Adopted Budget	2013	500,000	2,525	497,475	0	497,475	7,475	490,000	490,000	0
WA177	GMIA Parking Structure Repairs	Julie Bastin	2012	Adopted Budget	2013	959,000	352	958,648	5,700	952,948	93,948	859,000	859,000	0
WA178	GMIA Parking Garage	Julie Bastin	2011	Adopted Budget	2013	705,000	1,408	703,592	28,300	675,292	50,592	624,700	624,700	0
Data shown is as of end of June 30 2013		Grand total GMIA Projects				447,139,398	272,607,085	174,532,313	21,610,347	152,921,966	20,609,891	159,381,917	138,116,616	21,265,301

Note A: Defined as total commitments per Expedition, less expenditures to date and less encumbrances
0 In other words, planned future expenditures not yet recognized in Advantage.

Note B: Estimates by A&E of future commitments, not yet in either Advantage or Expedition.
These are being picked up as uncommitted funds as per Project Listing report

GMIA Capital Projects
Summary of Revenue Funding by Source

Project #	Project Name	Manager	Proi Approved.	Proi Complete	GARB BONDS A/C 4907	PFC BACKED BONDS A/C 4907	INTEREST ON BONDS A/C 1841	STATE GRANT A/C 2299	FEDERAL GRANT A/C 2699	PFC REVENUE A/C 4901	CAPITAL RESERVE	TOTAL FUNDING	Approved by way of <u>Capital Budget</u>	Fund Transfer Revisions	Number of Fund Transfers
ACTIVE GMIA PROJECTS															
WA005	Master Plan Update	Kevin Demitros	7/19/2001	Transfer						1,787,160		1,787,160		1,787,160	4
WA006	C Concourse, Four Gate Expansion	Ed Baisch	1999	Adopted budget		59,586,366	1,079,000			3,992,853	583,300	65,241,519	65,241,519		15
WA022	Abrasive Storage Building- Design	Paul Montalto	9/15/2009	Budget				283,758	1,702,545	283,758		2,270,060	2,270,060		
WA042	Baggage Claim Remodeling	Jim Zsebe	2006	Adopted Budget		41,022,250				12,131,750		53,154,000	53,154,000		
WA044	In-line Bag Screening, Phase 1 and 2	Tim Kipp	2002	Adopted Budget		26,236,300	289,500	393,312	17,289,018	5,065,000		49,273,130	49,273,130		1
WA048	D Concourse Improvements	Vijay Mehta	2003	Adopted Budget		10,791,950	318,000			8,522,630	375,000	20,007,580	10,084,950	9,922,630	6
WA061	E Concourse Stem Remodeling & Electrical	Ed Baisch	2004	Adopted Budget		9,455,299	17,000	4,000		350,000	1,204,000	11,030,299	9,455,299	1,575,000	2
WA064	Phase II Mitigation Program	Kim Berry	9/15/2009	Budget				4,186,260	33,490,080	4,186,260		41,862,600	27,752,600	14,110,000	
WA072	LJT Runway Crack Repair and Sealcoating	Ed Baisch	2006	Adopted Budget				59,525	2,135,220		61,525	2,256,270	1,979,270	277,000	3
WA094	Runway Safety Area Improvements - RSA-Runway 1L, 19R, 7R	Jim Zsebe	2005	Adopted Budget			10,711,184	8,624,434	53,736,604	947,750		74,019,972	58,316,831	15,703,141	3
WA095	Terminal Cable Tray System	Tim Kipp	9/15/2009	transfer							347,000	347,000		347,000	1
WA096	Parking Structure Relighting	Tim Kipp	9/15/2009	transfer		1,616,000				195,000		1,811,000	1,616,000	195,000	1
WA100	Security Sys Fiber Optic Cable Replacement	Walter Wilson	11/7/2006	adopted budget				186,375	1,118,250	522,375		1,827,000	1,827,000		
WA108	HVAC Equipment Replacement	Vijay Mehta	5/31/2006	Budget		6,412,700	46,700				400,000	6,859,400	5,933,150	926,250	1
WA112	GMIA TAXIWAY R & R3 Reconstruction	Ed Baisch	9/27/2012	adopted budget				50,000	300,000	50,000		400,000	400,000		
WA122	Airfield Pavement Rehabilitation	Tim Kipp	11/7/2006	adopted budget				677,625	4,065,750	941,725		6,175,100	4,325,100	1,850,000	1
WA123	Airfield Safety Improvements	Tim Kipp	11/7/2006	adopted budget				339,500	2,037,000	215,250	128,250	2,720,000	2,320,000	400,000	1
WA124	Install Ground Power Units& Preconditioned Air	Ed Baisch	11/3/2007	Adopted Budget				278,625	1,923,750	288,025		2,490,400	1,269,400	1,221,000	1
WA125	Security and Wildlife Perimeter Fence	Jim Zsebe	11/3/2007	Adopted Budget				181,625	1,089,750	181,075		1,452,450	866,450	586,000	2
WA127	GMIA Terminal Expansion Design Study	Ed Baisch	11/3/2007	Adopted Budget						500,000		500,000	500,000		
WA130	Noise Barrier Study	Kim Berry	11/3/2007	Adopted Budget				35,510	284,080	36,410		356,000	180,900	175,100	1
WA131	Part 150: Ramp Electrification	Ed Baisch	11/3/07	Adopted Budget				50,562	357,375	50,063		458,000	458,000		
WA133	D Hammerhead Restroom Remodel	J. Zsebe	11/11/2008	Adopted Budget		2,190,000				221,000		2,411,000	221,000	2,190,000	1
WA135	Runway 1L/19R & 7R/25L Intersection	Ed Baisch	10/8/2008	Adopted Budget				1,709,045	10,244,184	1,688,229		13,641,458	8,750,000	4,891,458	1
WA139	Redundant Main Electrical Feed	Mary Turner	11/11/2008	Adopted Budget		3,702,500	160,500			4,184,000		8,047,000	8,047,000		
WA141	Admin BLDG Ground Level Build Out GMIA TRAINING FACILITY	Bernie Mielcarek	11/11/2008	Adopted Budget		2,415,000					489,000	2,904,000	2,904,000		
WA142	LJT Runway 15L - 33R Extension	Tim Kipp	11/11/2008	Adopted Budget				13,450	511,100		13,450	538,000	538,000		
WA143	Cargo Ramp 3D Access Security	Andy Tran	11/11/2008	Adopted Budget								270,000	270,000		
WA145	Runway Guard Lights	T. Kipp	11/11/2008	Transfers		1,648,000		168,000	1,008,000	168,000		2,992,000		2,992,000	2
WA147	Deicing pads at Cargo	Jim Zsebe	2011	Transfers						100,000		100,000		100,000	1
WA148	Expand Fleet Building	Paul Montalto	1/1/2010	Budget						3,616,000		3,616,000	3,366,000	250,000	1
WA149	Snow Equipment Storage Building	Ed Baisch	1/1/2010	Budget		13,272,000				330,000		13,602,000	13,272,000	330,000	1
WA151	Part 150 Noise Monitoring	Kim Berry	2013	Budget				214,000	1,712,000	214,000		2,140,000	1,850,000	290,000	1
WA152	Part 150 Vacant land Acquisition	Kim Berry	2009	Budget				156,000	1,248,000	156,000		1,560,000	1,040,000	520,000	1
WA153	Purchase Non-County owned jet bridges	Jim Zsebe	2012	Budget		3,000,000	2,000,000			5,500,000	1,050,000	11,550,000	6,550,000	5,000,000	1
WA158	GMIA Deicing Pad Design and Construction	Tim Kipp	2013	Budget				5,197,500	2,805,000	5,197,500		13,200,000	13,200,000		
WA160	GMIA Narrow Band Conversion	Terry Blue	2011	Budget		2,000,000						2,000,000	2,000,000		
WA161	GMIA Terminal Roadway Signage	Bernie Mielcarek	2011	Budget						3,100,000		3,100,000	3,100,000		
WA162	GMIA CESSNA SERVICE APRON RECONSTRUCTION	Jim Zsebe	2012	Budget				139,500	837,000	11,875	127,625	1,116,000	1,116,000		
WA163	GMIA PERIMETER ROAD BRIDGE OVER HOWELL AVENUE	Karl Stave	2012	Budget				1,025,000	6,150,000	1,025,000		8,200,000	3,500,000	4,700,000	2
WA165	Taxiway B Reconstruction	Tim Kipp	2011	Budget				2,373,600			593,400	2,967,000	2,140,000	827,000	2
WA166	GMIA Perimeter Road Extension 128th to College Ave.	Paul Montalto	1/1/2012	Adopted Budget				137,500	825,000	137,500		1,100,000	1,100,000		
WA167	GMIA Terminal Escalator Replacement	David Gulgowski	1/1/2012	Adopted Budget							1,250,000	1,250,000	1,250,000		
WA169	LJT Runway and Taxiway Lights	Tim Kipp	1/1/2012	Adopted Budget				12,500	475,000		12,500	500,000	500,000		
WA172	GMIA terminal Sanitary Sewer Utility Upgrade	Ed Baisch	9/27/2012	Adopted Budget							300,000	300,000	300,000		
WA173	GMIA Fuel Farm Electrical Service	Mary Turner	1/1/2012	Adopted Budget							1,100,000	1,100,000	1,100,000		
WA175	GMIA Concourse C Checkpoint	Bernie Mielcarek	2011	Fund Transfer							472,000	472,000		472,000	1
WA176	GMIA Airport Master Plan-AGIS/eALP	Ed Baisch	2013	Adopted Budget				62,500	375,000	62,500		500,000	500,000		
WA177	GMIA Parking Structure Repairs	Julie Bastin	2013	Adopted Budget							959,000	959,000	959,000		
WA178	GMIA Parking Garage	Julie Bastin	2013	Adopted Budget							705,000	705,000		705,000	1
Data shown is as of end of June 2013			Grand total GMIA Projects			30,823,499	165,413,550	1,770,950	26,758,206	145,753,456	65,958,688	10,661,050	447,139,398	374,796,659	59

COUNTY OF MILWAUKEE**INTER-OFFICE COMMUNICATION**

DATE: August 19, 2013

TO: Supervisor Marina Dimitrijevic, Chairperson, County Board of Supervisors
Supervisor Michael Mayo, Sr., Chairperson, Transportation and Public Works Committee

FROM: Gregory G. High, Director, AE&ES Section, DAS-FM

SUBJECT: **Acknowledgement of the review of the Milwaukee County Compliance Maintenance Annual Report (CMAR) for 2012**

The Milwaukee County Department of Administrative Services requests that the attached resolution be scheduled for consideration by the Parks Energy and Environment Committee at its meeting to be held on September 17, 2013.

Policy

The County is required under the stipulated agreement with the DNR and State Attorney General's Office to file a Compliance Maintenance Annual Report (CMAR) for its wastewater collection system(s) under Wisconsin Code NR 208.

Background

Milwaukee County as one of 28 defendants in an enforcement action by the DNR and State Attorney General entered into a stipulated agreement on March 1, 2006. This agreement requires the County to accomplish certain objectives according to an agreed timeframe in order to avoid monetary penalties. Filing an annual Compliance Maintenance Report with the DNR is part of one of the objectives.

NR 208 requires that the "governing body" of the County acknowledge their review of the report and indicate specific actions being taken to bring the County's sanitary sewer collection system into compliance with State statutes.

A copy of the draft CMAR report is attached for reference.

Conclusion


A resolution passed by the County Board and signed by the County Executive is needed to fulfill this requirement.

Recommendation

The Director of the Department of Administrative Services respectfully recommends that the County Board and County Executive review and adopt the attached resolution in order to satisfy the above noted requirement.

Prepared by: Mark Sifuentes, AE&ES, DAS-FM

Approved By:



Greg High, P.E., Director
AE&ES Section, DAS-FM

Enclosures: Fiscal Note Form
Draft Resolution
Estimate for 2014 Operating Cost
Draft CMAR to WDNR

cc: Chris Abele, County Executive
Gerry Broderick, Supervisor
Josh Fudge, Interim Fiscal and Budget Administrator, DAS
Vince Masterson, DAS-Fiscal
Don Tyler, Director, DAS

(ITEM) From the Director, Department of Administrative Services, requesting approval of the required Milwaukee County Compliance Maintenance Annual Report (CMAR) for 2012 for Milwaukee County's wastewater collection system under Wisconsin Code NR 208, by recommending adoption of the following:

A RESOLUTION

WHEREAS, it is a requirement under a Wisconsin Pollutant Discharge Elimination System (WPDES) permit issued by the Wisconsin Department of Natural Resources to file a Compliance Maintenance Annual Report (CMAR) for Milwaukee County's wastewater collection system under Wisconsin Code NR 208; and

WHEREAS, the County has an extensive system of sanitary sewers serving its many parks, buildings and other facilities; and

WHEREAS, the county is operating under a stipulated agreement with the Wisconsin Department of Natural Resources and State Attorney General's Office to cure problems cited in Claim WI-0047341-03; and

WHEREAS, it is necessary for the County to acknowledge that its governing body has reviewed its annual Compliance Maintenance Annual Report (CMAR); and

WHEREAS, the Committee on Parks, Energy and Environment at its meeting on September 17, 2013, recommended adoption of said request (vote); now, therefore,

BE IT RESOLVED, that the Milwaukee County Board of Supervisors acknowledges the following Capacity Management, Operation, and Maintenance (CMOM) Program goals identified in the 2012 Compliance Maintenance Annual Report (CMAR):

1. Comply with the conditions of the WPDES permit
2. Minimize the occurrence of preventable overflows
3. Ensure proper O&M is performed on County sewer collection system assets
4. Improve or maintain system reliability
5. Reduce the potential threat to human health from sewer overflows
6. Provide adequate capacity to convey peak flow
7. Manage infiltration and inflow
8. Protect collection system worker health and safety
9. Operate a continuous CMOM Program

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 08/19/13

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Compliance Maintenance Annual Report - 2012

FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact
- ☐ Existing Staff Time Required
- ☐ Increase Operating Expenditures
(If checked, check one of two boxes below)
- ☒ Absorbed Within Agency's Budget
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues
- ☐ Increase Capital Expenditures
- ☐ Decrease Capital Expenditures
- ☐ Increase Capital Revenues
- ☐ Decrease Capital Revenues
- ☐ Use of contingent funds

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	175,000	175,000
	Revenue	0	0
	Net Cost	175,000	175,000
Capital Improvement Budget	Expenditure	150,000	150,000
	Revenue	0	0
	Net Cost	150,000	150,000

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. Our stipulated agreement with the State requires conformance to NR 208 which requires an annual acknowledgement of the County's efforts to manage and maintain its sanitary sewer collection system. This is referred to as a CMAR Report (Compliance Maintenance Annual Report).

B. Milwaukee County has spent approximately 4.5 million dollars on sanitary sewer infrastructure improvements and CMOM (Capacity Management, Operation, and Maintenance) Program activities since 2005. The ongoing inspection, televising, field investigation, mapping, planning, management, and reporting of the sanitary sewer collection systems within the county owned facilities requires an annual operating budget allocation totaling \$175,000 from the departments, as detailed in the attached estimate. The CMOM Program identifies capital improvement projects each year with 2014 work estimated to be \$150,000.

C. The operation and capital budgets for 2013 are sufficient to perform the tasks associated with a continuous CMOM program. We do not expect the annual operational costs to increase in the next five years as we anticipate any inflationary effects to be offset by greater efficiency within AE&ES and the departments. Capital improvement costs will be estimated annually to address infrastructure projects identified in the CMOM Program.

Department/Prepared By Department of Administrative Services: Mark Sifuentes

Recommended By: _____

Gregory G. High, Director, AE&ES, DAS-FM

Authorized Signature _____

Gregory G. High, Director, AE&ES, DAS-FM

Authorized Signature

 8/19/13

Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

Did CBDP Review?² ☐ Yes ☐ No ☐ Not Required ☒

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Milwaukee County Department of Public Works
Sanitary Sewer Capacity Management, Operation & Maintenance Program
2014 Departmental Budget Request Recommendations (Created on 4/23/13)

Description of Work for each department to perform	Percent To Do	Est Cost per Unit	Total all Depts.	Parks	Grounds	Airports	Zoo	H.O.C.	Transit
Inspect Sanitary Sewer Manholes									
Total Number of Manholes			1001	482	221	157	87	34	20
Manholes by Stipulated Agreement	25%	\$75.00		121 \$9,075.00	55 \$4,125.00	39 \$2,925.00	22 \$1,650.00	9 \$675.00	5 \$375.00
Cost to Inspect MH									
Cleaning and Televising									
Total Lineal Feet of Sanitary Sewers			199,133	115,200	35,500	26,700	12,000	7,200	2,533
Estimated Sanitary Sewers to Televis	10%	\$2.34	19,913	11,520 \$26,956.80	3,550 \$8,307.00	2,670 \$6,247.80	1,200 \$2,808.00	720 \$1,684.80	253 \$592.02
Dye Water Testing									
Estimated Sanitary Sewers to Dye Test	2%	\$1.10		2,304 \$2,534.40	710 \$781.00	534 \$587.40	240 \$264.00	144 \$158.40	51 \$56.10
Mobilization Setups		\$175.00		2 \$350.00	3 \$525.00	2 \$350.00	1 \$175.00	1 \$175.00	1 \$175.00
Smoke Testing									
Estimated Sanitary Sewers to Smoke Test	2%	\$0.55		2,304 \$1,267.20	710 \$390.50	534 \$293.70	240 \$132.00	144 \$79.20	51 \$28.05
Mobilization Setups		\$175.00		3 \$525.00	1 \$175.00	1 \$175.00	1 \$175.00	1 \$175.00	1 \$175.00
Field Investigations (based on number of MHs Inspected)				\$4,507	\$2,066	\$1,468	\$813	\$318	\$187
Training for MH Inspections (8 hours)				\$0	\$0	\$0	\$0	\$0	\$0
Document Organization & Submittal (based on number of MHs Inspected)				\$0	\$0	\$0	\$0	\$0	\$0
CMOM Annual Meetings (2 @ 6 hours ea)				\$0	\$0	\$0	\$0	\$0	\$0
Estimated Internal Cost				\$45,215	\$16,370	\$12,047	\$6,017	\$3,265	\$1,588
Sanitary Sewer Technical Services by DTPW with cost distributed to the departments	* Total Cost	Fixed Cost	Variable Cost	Parks	Grounds	Airports	Zoo	H.O.C.	Transit
Percent of MHs on County owned property per Dept.	100%			48.15%	22.08%	15.68%	8.69%	3.40%	2.00%
Train Departments to Perform Inspections	\$0	100%		\$0	\$0	\$0	\$0	\$0	\$0
Record Drawing Search	\$4,930	10%	90%	\$2,219	\$1,062	\$778	\$468	\$233	\$171
G.I.S. Mapping Updates	\$9,120	10%	90%	\$4,104	\$1,964	\$1,439	\$865	\$431	\$316
Update & Maintain Inspection Database	\$5,860	10%	90%	\$2,637	\$1,262	\$925	\$556	\$277	\$203
Analyze Inspection Data	\$4,030	10%	90%	\$1,814	\$868	\$636	\$382	\$190	\$140
Label Inspection Photos	\$6,780	10%	90%	\$3,051	\$1,460	\$1,070	\$643	\$320	\$235
Add Inspection Reports to City Works	\$4,180	10%	90%	\$1,881	\$900	\$660	\$397	\$197	\$145
Upload, Convert to City Works, and View CCTV video	\$7,330	10%	90%	\$3,299	\$1,579	\$1,157	\$696	\$346	\$254
Prepare List of Recommended Projects	\$4,830	10%	90%	\$2,174	\$1,040	\$762	\$458	\$228	\$167
Prepare List of Recommended Inspections for Next Year	\$3,630	10%	90%	\$1,634	\$782	\$573	\$344	\$171	\$126
Prepare Plans & Specs for Rehab.	\$8,220	10%	90%	\$3,699	\$1,770	\$1,297	\$780	\$388	\$285
Annual CMOM Meetings with Individual Departments	\$4,680	100%		\$780	\$780	\$780	\$780	\$780	\$780
Annual CMOM Committee Meetings	\$4,200	100%		\$700	\$700	\$700	\$700	\$700	\$700
CMOM Implementation	\$12,480	10%	90%	\$5,616	\$2,688	\$1,970	\$1,184	\$590	\$432
Update MMSD I/I Master Plan	\$2,430	100%		\$405	\$405	\$405	\$405	\$405	\$405
MMSD I/I Management Annual Progress Report	\$3,540	25%	75%	\$1,426	\$734	\$564	\$378	\$238	\$201
DNR Compliance Maintenance Annual Report	\$4,260	50%	50%	\$1,381	\$825	\$689	\$540	\$427	\$398
Estimated DTPW Cost				\$35,819	\$18,819	\$14,405	\$9,577	\$5,922	\$4,957
Rounded Total Estimated Cost				\$82,000	\$35,200	\$26,500	\$15,600	\$9,200	\$6,500

* For total cost of each technical services task, see page 2.

Grand Total all Departments \$175,000

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/9/2013

Reporting Year: 2012

Financial Management

Questions	Points
1. Person Providing This Financial Information	
<div style="display: flex; justify-content: space-between;"> <div style="width: 30%;">Name:</div> <div style="width: 65%; border: 1px solid black; padding: 2px;">Mark Sifuentes</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">Telephone:</div> <div style="width: 65%; border: 1px solid black; padding: 2px;">(414) 278-5138</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 30%;">E-Mail Address(optional):</div> <div style="width: 65%; border: 1px solid black; padding: 2px;">Mark.Sifuentes@milwcnty.com</div> </div>	
2. Are User Charge or other Revenues sufficient to cover O&M Expenses for your wastewater treatment plant AND/OR collection system ?	0
<div style="margin-left: 20px;"> <input checked="" type="radio"/> Yes (0 points) <input type="radio"/> No (40 points) </div> <div style="margin-left: 20px;">If No, please explain:</div> <div style="border: 1px solid black; height: 20px; margin-left: 40px;"></div>	
3. When was the User Charge System or other revenue source(s) last reviewed and/or revised? Year: 2012	0
<div style="margin-left: 20px;"> <input type="radio"/> 0-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input checked="" type="radio"/> Not Applicable (Private Facility) </div>	
4. Did you have a special account (e.g., CWFP required segregated Replacement Fund, etc.) or financial resources available for repairing or replacing equipment for your wastewater treatment plant and/or collection system?	0
<div style="margin-left: 20px;"> <input checked="" type="radio"/> Yes <input type="radio"/> No (40 points) </div>	
REPLACEMENT FUNDS(PUBLIC MUNICIPAL FACILITIES SHALL COMPLETE QUESTION 5)	
5. Equipment Replacement Funds	
5.1 When was the Equipment Replacement Fund last reviewed and/or revised? Year: 2012	0
<div style="margin-left: 20px;"> <input type="radio"/> 1-2 years ago (0 points) <input type="radio"/> 3 or more years ago (20 points) <input checked="" type="radio"/> Not Applicable Explain: </div> <div style="border: 1px solid black; padding: 5px; margin-left: 40px;">We do not have wastewater equipment.</div>	
5.2 What amount is in your Replacement Fund?	
Equipment Replacement Fund Activity	
5.2.1 Ending Balance Reported on Last Year's CMAR:	\$1
5.2.2 Adjustments if necessary (e.g., earned interest, audit correction, withdrawal of excess funds, increase making up previous shortfall, etc.)	+ \$0.00

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/9/2013

Reporting Year: 2012

Financial Management (Continued)

	5.2.3 Adjusted January 1st Beginning Balance	\$1.00													
	5.2.4 Additions to Fund (e.g., portion of User Fee, earned interest, etc.) +	\$0.00													
	5.2.5 Subtractions from Fund (e.g., equipment replacement, major repairs - use description box 5.2.5.1 below*) -	\$0.00													
	5.2.6 Ending Balance as of December 31st for CMAR Reporting Year	\$1.00													
	<p>(All Sources: This ending balance should include all Equipment Replacement Funds whether held in a bank account(s), certificate(s) of deposit, etc.)</p> <p>*5.2.5.1. Indicate adjustments, equipment purchases and/or major repairs from 5.2.5 above</p> <div style="border: 1px solid black; height: 20px; width: 600px;"></div>														
	5.3 What amount <u>should</u> be in your replacement fund?	\$1.00													
	<p>(If you had a CWFP loan, this amount was originally based on the Financial Assistance Agreement (FAA) and should be regularly updated as needed. Further calculation instructions and an example can be found by clicking the HELP option button.)</p>														
	<p>5.3.1 Is the Dec. 31 Ending Balance in your Replacement Fund above (#5.2.6) equal to or greater than the amount that should be in it(#5.3)?</p> <p> <input checked="" type="radio"/> Yes <input type="radio"/> No Explain: </p> <div style="border: 1px solid black; height: 20px; width: 600px;"></div>														
6.	Future Planning														
	<p>6.1 During the next ten years, will you be involved in formal planning for upgrading, rehabilitating or new construction of your treatment facility or collection system?</p> <p> <input checked="" type="radio"/> Yes (If yes, please provide major project information, if not already listed below) <input type="radio"/> No </p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 60%;">Project Description</th> <th style="width: 20%;">Estimated Cost</th> <th style="width: 20%;">Approximate Construction Year</th> </tr> </thead> <tbody> <tr> <td>Complete construction for manhole and pipe rehabilitation. Complete Management Plan, Overflow Response Plan, Communication Plan, and Audit Plan. Continue to update Cityworks and G.I.S. sanitary sewer mapping and database.</td> <td style="text-align: right;">\$61,031.32</td> <td style="text-align: center;">2009</td> </tr> <tr> <td>Departmental work: Training for inspections, inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities.</td> <td style="text-align: right;">\$33,401.90</td> <td style="text-align: center;">2009</td> </tr> <tr> <td>A&E work: Train departments to perform inspections, search record drawings, update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.</td> <td style="text-align: right;">\$31,066.00</td> <td style="text-align: center;">2009</td> </tr> </tbody> </table>			Project Description	Estimated Cost	Approximate Construction Year	Complete construction for manhole and pipe rehabilitation. Complete Management Plan, Overflow Response Plan, Communication Plan, and Audit Plan. Continue to update Cityworks and G.I.S. sanitary sewer mapping and database.	\$61,031.32	2009	Departmental work: Training for inspections, inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities.	\$33,401.90	2009	A&E work: Train departments to perform inspections, search record drawings, update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.	\$31,066.00	2009
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COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/9/2013

Reporting Year: 2012

Financial Management (Continued)

Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV - V009-09605	\$75,252.90	2010
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD I/I Management Annual Progress Report, Prepare WDNR Compliance Maintenance Annual Report.	\$175,773.44	2010
Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$81,626.24	2011
Begin CMOM Readiness Review, sanitary sewer database, and manhole inspection program.	\$10,259.71	2005
Create sanitary sewer database, inspect manhole tops, begin abandoning unused sewers, begin SSES, continue CMOM Readiness Review.	\$269,444.43	2006
Complete manhole top rehabilitation, abandon more unused manholes and pipes, complete SSES, update sanitary sewer database, complete CMOM Readiness Review, begin Strategic Plan, begin planning and design for 2008 construction projects.	\$1,927,033.03	2007
Planning, design and construction for manhole and pipe rehabilitation identified in SSES. Completed Strategic Plan. Began Management Plan, Overflow Response plan, Communications Plan, and Audit Plan. Incorporated Cityworks software into G.I.S. and pdated sanitary sewer mapping and database. Performed MMSD and CMAR reporting. Conducted internal CMOM meetings. Attended MMSD CMOM meetings.	\$171,283.85	2008
McGovern Park Sanitary Sewers: Constructed new sewers to serve existing buildings and abandoned old sewers including sewer under lagoon and sewer from demolished swimming pool.	\$346,008.42	2008
Parks North Sanitary Sewer Rehabilitation	\$287,980.69	2008
Parks South Sanitary Sewer Rehabilitation	\$311,302.81	2008
County Grounds/Zoo Sanitary Rehabilitation	\$284,719.27	2009
Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV - V009-09605	\$110,048.41	2009
2010 Sanitary Sewers-Multiple Locations - V0090652	\$6,648.58	2010

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/9/2013

Reporting Year: 2012

Financial Management (Continued)

	2010 Sanitary Sewers-Multiple Locations - V0090652	\$123,479.22	2011	
	Correct deficiencies identified during previous year's inspections.	\$150,000.00	2013	
	Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$43,031.41	2012	
	Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV - V009-09605	\$3,419.22	2011	
	Inspect 25% sanitary sewer manholes, televising, cleaning, dye water testing, smoke testing, field investigations, document organization and submittal, CMOM annual meetings and activities, continually update GIS mapping and databases, upload inspection reports and convert information to City Works, view CCTV video, search record drawings, analyze inspection data, prepare list of recommended projects, prepare list of recommended inspections for following year, annual CMOM meetings, prepare MMSD CMOM Program Annual Report, Prepare WDNR Compliance Maintenance Annual Report.	\$175,000.00	2013	
	2010 Sanitary Sewers-Multiple Locations - V0090652	\$98,619.53	2012	
	Countywide Sanitary Sewers: Airport, HOC, and Transit Sanitary Sewer Rehabilitation and Countywide CCTV - V009-09605	\$6,196.92	2012	
	Countywide Sanitary Sewers: Sanitary Sewer Rehabilitation and Countywide CCTV - V009-2610	\$12,234.53	2012	
7.	Financial Management General Comments:			
	<div style="border: 1px solid black; height: 20px; width: 100%;"></div>			

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/2/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems

Questions	Points
1. Do you have a Capacity, Management, Operation & Maintenance(CMOM) requirement in your WPDES permit?	
<input checked="" type="radio"/> Yes <input type="radio"/> No	
2. Did you have a <u>documented</u> (written records/files, computer files, video tapes, etc.) sanitary sewer collection system operation & maintenance or CMOM program last calendar year?	0
<input checked="" type="radio"/> Yes (go to question 3) <input type="radio"/> No (30 points) (go to question 4)	
3. Check the elements listed below that are included in your Operation and Maintenance (O&M) or CMOM program.:	
<div style="border: 1px solid black; padding: 5px;"> <input checked="" type="checkbox"/> Goals: Describe the specific goals you have for your collection system: 1. Comply with the conditions of the WPDES permit 2. Minimize the occurrence of preventable overflows 3. Ensure proper O&M is performed on County sewer collection system assets 4. Improve or maintain system reliability 5. Reduce the potential threat to human health from sewer overflows 6. Provide adequate capacity to convey peak flow 7. Manage infiltration and inflow 8. Protect collection system worker health and safety 9. Operate a continuous CMOM Program. </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Organization: Do you have the following written organizational elements (check only those that you have): <input checked="" type="checkbox"/> Ownership and governing body description <input checked="" type="checkbox"/> Organizational chart <input checked="" type="checkbox"/> Personnel and position descriptions <input checked="" type="checkbox"/> Internal communication procedures <input type="checkbox"/> Public information and education program </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Legal Authority: Do you have the legal authority for the following (check only those that apply): <input type="checkbox"/> Sewer use ordinance Last Revised MM/DD/YYYY <div style="border: 1px solid black; width: 100px; height: 20px; display: inline-block;"></div> <input type="checkbox"/> Pretreatment/Industrial control Programs <input type="checkbox"/> Fat, Oil and Grease control <input type="checkbox"/> Illicit discharges (commercial, industrial) <input checked="" type="checkbox"/> Private property clear water (sump pumps, roof or foundation drains, etc) <input checked="" type="checkbox"/> Private lateral inspections/repairs <input checked="" type="checkbox"/> Service and management agreements </div> <div style="margin-top: 10px;"> <input checked="" type="checkbox"/> Maintenance Activities: details in Question 4 <input checked="" type="checkbox"/> Design and Performance Provisions: How do you ensure that your sewer system is designed and constructed properly? <input checked="" type="checkbox"/> State plumbing code <input checked="" type="checkbox"/> DNR NR 110 standards <input checked="" type="checkbox"/> Local municipal code requirements <input checked="" type="checkbox"/> Construction, inspection and testing <input type="checkbox"/> Others: </div>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/2/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

	<input checked="" type="checkbox"/>	<p>Overflow Emergency Response Plan: Does your emergency response capability include (check only those that you have):</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Alarm system and routine testing <input checked="" type="checkbox"/> Emergency equipment <input checked="" type="checkbox"/> Emergency procedures <input checked="" type="checkbox"/> Communications/Notifications (DNR, Internal, Public, Media etc) <p><input checked="" type="checkbox"/> Capacity Assurance: How well do you know your sewer system? Do you have the following?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Current and up-to-date sewer map <input checked="" type="checkbox"/> Sewer system plans and specifications <input checked="" type="checkbox"/> Manhole location map <input checked="" type="checkbox"/> Lift station pump and wet well capacity information <input checked="" type="checkbox"/> Lift station O&M manuals <p>Within your sewer system have you identified the following?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Areas with flat sewers <input checked="" type="checkbox"/> Areas with surcharging <input checked="" type="checkbox"/> Areas with bottlenecks or constrictions <input type="checkbox"/> Areas with chronic basement backups or SSO's <input checked="" type="checkbox"/> Areas with excess debris, solids or grease accumulation <input checked="" type="checkbox"/> Areas with heavy root growth <input checked="" type="checkbox"/> Areas with excessive infiltration/inflow (I/I) <input type="checkbox"/> Sewers with severe defects that affect flow capacity <input checked="" type="checkbox"/> Adequacy of capacity for new connections <input type="checkbox"/> Lift station capacity and/or pumping problems <p><input checked="" type="checkbox"/> Annual Self-Auditing of your O&M/CMOM Program to ensure above components are being implemented, evaluated, and re-prioritized as needed.</p> <p><input type="checkbox"/> Special Studies Last Year (check only if applicable):</p> <ul style="list-style-type: none"> <input type="checkbox"/> Infiltration/Inflow (I/I) Analysis <input type="checkbox"/> Sewer System Evaluation Survey (SSES) <input type="checkbox"/> Sewer Evaluation and Capacity Management Plan (SECAP) <input type="checkbox"/> Lift Station Evaluation Report <input type="checkbox"/> Others: 	
4.	<p>Did your sanitary sewer collection system maintenance program include the following maintenance activities? Complete all that apply and indicate the amount maintained:</p>		
	Cleaning	<div style="border: 1px solid black; width: 40px; text-align: center; margin: 0 auto;">3</div>	% of system/year
	Root Removal	<div style="border: 1px solid black; width: 40px; text-align: center; margin: 0 auto;">1</div>	% of system/year
	Flow Monitoring	<div style="border: 1px solid black; width: 40px; text-align: center; margin: 0 auto;">5</div>	% of system/year
	Smoke Testing	<div style="border: 1px solid black; width: 40px; text-align: center; margin: 0 auto;">0</div>	% of system/year
	Sewer Line Televising	<div style="border: 1px solid black; width: 40px; text-align: center; margin: 0 auto;">3</div>	% of system/year

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/2/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

	Manhole Inspections 22.5 % of system/year	
	Lift Station O&M 13 # per L.S./year	
	Manhole Rehabilitation 5 % of manholes rehabed	
	Mainline Rehabilitation 3 % of sewer lines rehabed	
	Private Sewer Inspections 0 % of system/year	
	Private Sewer I/I Removal 0 % of private services	
	Please include additional comments about your sanitary sewer collection system below: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>	
5.	Provide the following collection system and flow information for the past year:	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;">34.8</div> <div>Total Actual Amount of Precipitation Last Year</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;">29.3</div> <div>Annual Average Precipitation (for your location)</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;">42.82</div> <div>Miles of Sanitary Sewer</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;">31</div> <div>Number of Lift Stations</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;">0</div> <div>Number of Lift Station Failure</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;">0</div> <div>Number of Sewer Pipe Failures</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;">10</div> <div>Number of Basement Backup Occurrences</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;">27</div> <div>Number of Complaints</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;"></div> <div>Average Daily Flow in MGD</div> </div>	
	<div style="display: flex; align-items: flex-start;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px; width: 100px;"></div> <div>Peak Monthly Flow in MGD(if available)</div> </div>	

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

**Last Updated:
8/2/2013**

Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

	Peak Hourly Flow in MGD(if available)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/2/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

	NUMBER OF SANITARY SEWER OVERFLOWS (SSO) REPORTED (10 POINTS PER OCCURRENCE)				0
	Date	Location	Cause	Estimated Volume (MG)	
	NONE REPORTED				
	Were there SSOs that occurred last year that are not listed above? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, list the SSOs that occurred: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>				
	PERFORMANCE INDICATORS <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 80px; text-align: center; padding: 2px;">0.00</div> <div style="margin-left: 10px;">Lift Station Failures(failures/ps/year)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 80px; text-align: center; padding: 2px;">0.00</div> <div style="margin-left: 10px;">Sewer Pipe Failures(pipe failures/sewer mile/yr)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 80px; text-align: center; padding: 2px;">0.00</div> <div style="margin-left: 10px;">Sanitary Sewer Overflows (number/sewer mile/yr)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 80px; text-align: center; padding: 2px;">0.23</div> <div style="margin-left: 10px;">Basement Backups(number/sewer mile)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 80px; text-align: center; padding: 2px;">0.63</div> <div style="margin-left: 10px;">Complaints (number/sewer mile)</div> </div> <div style="display: flex; align-items: center; margin-bottom: 5px;"> <div style="border: 1px solid black; width: 80px; height: 20px;"></div> <div style="margin-left: 10px;">Peaking Factor Ratio (Peak Monthly:Annual Daily Average)</div> </div> <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 80px; height: 20px;"></div> <div style="margin-left: 10px;">Peaking Factor Ratio(Peak Hourly:Annual daily Average)</div> </div>				
6.	Was infiltration/inflow(I/I) significant in your community last year? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, please describe: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>				
7.	Has infiltration/inflow and resultant high flows affected performance or created problems in your collection system, lift stations, or treatment plant at any time in the past year? <input type="radio"/> Yes <input checked="" type="radio"/> No If Yes, please describe: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>				
8.	Explain any infiltration/inflow(I/I) changes this year from previous years?				

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:
8/2/2013

Reporting Year: 2012

Sanitary Sewer Collection Systems (Continued)

9.	What is being done to address infiltration/inflow in your collection system?	

Total Points Generated	0
Score (100 - Total Points Generated)	100
Section Grade	A

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:

Reporting Year: 2012

WPDES No.0047341

GRADING SUMMARY				
SECTION	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Financial Management	A	4.0	1	4
Collection Systems	A	4.0	3	12
TOTALS			4	16
GRADE POINT AVERAGE(GPA)=4.00		4.00		

Notes:

A = Voluntary Range

B = Voluntary Range

C = Recommendation Range (Response Required)

D = Action Range (Response Required)

F = Action Range (Response Required)

COMPLIANCE MAINTENANCE ANNUAL REPORT

Facility Name: Milwaukee County Facilities

Last Updated:

Reporting Year: 2012

Resolution or Owner's Statement

NAME OF GOVERNING BODY OR OWNER	DATE OF RESOLUTION OR ACTION TAKEN
Milwaukee County	09/17/2013
RESOLUTION NUMBER	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B, required for grade C, D, or F):	
Financial Management: Grade=A	
Collection Systems: Grade=A	
ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS (Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00) G.P.A. = 4.00	

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: June 24, 2013

TO: Supervisor Marina Dimitrijevic, Chairperson, Milwaukee County Board of Supervisors

FROM: Patrick Lee, Director of Procurement, Department of Administrative Services

SUBJECT: HOUSEKEEPING AND JANITORIAL SERVICES FOR MILWAUKEE COUNTY FACILITIES

REQUEST

The Department of Administrative Services ("DAS") seeks approval to enter into an Agreement with Encore One DBA CleanPower LLC ("CleanPower") for the provision of housekeeping and janitorial services in Milwaukee County ("County") facilities. Under the provisions of Act 14 we respectfully request this report and attached documents be referred to the Finance and Audit Committee for consideration. If appropriate, we also would be pleased to provide an informational presentation to the Transportation and Public Works Committee.

BACKGROUND

Historically, housekeeping and janitorial vendors have provided services to County facilities pursuant to year-long price agreements with provisions for up to two one-year renewal periods. On October 29, 2012, the Department of Administrative Services-Facilities Management ("DAS-FM"), the Department of Transportation ("DOT"), and the Department of Health and Human Services ("DHHS") cooperatively issued an RFP (RFP # 928003) pursuant to Chapter 32 of the Milwaukee Code of General Ordinances, soliciting proposals from vendors for provision of housekeeping and janitorial services for County facilities. Proposals were due by December 3, 2012.

The RFP outlined such elements as minimum standards and requested services in order for proposers to offer solutions to the objectives, problems, and needs set forth in the RFP. Proposers were encouraged to define how they intended to meet or exceed the RFP requirements. The RFP was developed with direct input from facility stakeholders and operational personnel. The RFP described evaluation criteria (including cost, technical knowledge and experience, quality of labor/personnel, and references/work history) and the relative weights applied to each criteria.

Broad notification of the RFP was performed via publication, posting on the Milwaukee County procurement website, posting on the Milwaukee County Business Opportunity Portal, use of the County's E-notify System, and direct identification of potential vendors. A pre-bid conference and tours of all facilities covered by the RFP were held. At the conclusion of the bidding period, numerous proposals were received.

The RFP divided specific County facilities into three categories: Group A buildings (those managed by DAS-FM), Group B buildings (those managed by DHHS), and Group C buildings (those managed by DOT). While the RFP reserved the County's right to award different groups of buildings to different vendors, the RFP stated the County's intention to execute a single prime vendor contract for all janitorial services in all buildings covered by the RFP. This approach is in concert with the Comprehensive Facilities Planning effort underway as the result of a facilities study completed by CBRE earlier this year, encouraging a "one County, one landlord" approach to facilities.

At the time the RFP was issued, multiple vendors were providing janitorial services to County facilities pursuant to price agreements that were set to expire on or around December 31, 2012. Currently, these three vendors continue to provide these janitorial services on a month-to-month basis, on the terms contained in the expired price agreements.

This report has been prepared with all information about the RFP responses that can be released at this time. Pursuant to Chapter 32 of MCGO, because the contract has not yet been awarded, the RFP process is still open and we are prohibited from disclosing certain details about the proposals received in response to the RFP.

DISCUSSION

Prior to receipt of RFP responses, DAS determined to convene an Evaluation Panel to review the proposals received in response to the RFP in order to help ensure that various internal stakeholders' requirements were met and to perform an individual and independent evaluation of scoring criteria as outlined in the RFP. While not required under Chapter 32, the Evaluation Panel was established to provide additional evaluative expertise.

Upon receipt of RFP responses, each Evaluation Panel member performed an independent and individual evaluation related to both technical and cost elements of the RFP. At the conclusion of the evaluation process, CleanPower's total evaluative score (cost, technical knowledge, experience, quality of labor/personnel, and references/work history) by the Evaluation Panel members was the highest of all proposers and determined a competitive range; as such the Evaluation Panel recommended that the Department of Administrative Services ("DAS") enter into negotiations with CleanPower.

After conducting additional in-depth tours of all facilities and extensive negotiations, CleanPower submitted its best and final offer on May 22, 2013. This best and final offer was incorporated into the proposer's original RFP response to create the final terms of the agreement. Corporation Counsel, Risk Management and CBDP have all reviewed and approved the agreement and the underlying documents.

Subsequently, Intent to Award notifications were released to all proposers on June 4, 2013, as required by MCGO 32.50. No protests were received. Therefore, MCGO 32.40(6) (relating to protests and appeals prior to submission for board approval prior to award) has been satisfied.

The proposed agreement is for one year (August 1, 2013 – July 31, 2014), with two optional one-year renewal terms. The County may terminate the agreement at any time for any reason upon 60 days advance written notice to CleanPower. In the event of the expiration or termination of the agreement, CleanPower will be required to continue to provide services for up to 90 days

while new service provider(s) are phased in. While the agreement allows for modification of services to reflect current needs of the covered facilities all housekeeping and janitorial services performed under the current terms of the agreement will be provided for \$3,374,645.38 a year.

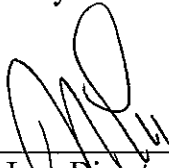
For the period of August-December, 2013, services under the agreement will be provided for \$1,406,103; this exceeds the budget amount of \$1,300,103 by \$106,000. Of this difference, approximately \$18,565 is attributable to DAS-Facilities Management, and \$89,181 is attributable to DHHS (DOT's costs will be \$1,746 under its budgeted amount). The increase over the budgeted amounts is attributable in part to an increase in services in certain DHHS facilities designed to further the County's goal of infection control. DAS-Facilities Management will absorb its cost increases in other budget areas. DHHS is negotiating with CleanPower to adjust various services so that DHHS's costs fall within budgeted amounts; however, in the event DHHS's costs exceed budgeted amounts, DHHS will absorb its cost increases in other budget areas.

If the County and CleanPower mutually agree to extend the optional one-year renewals, any contract price adjustments will be negotiated between the County and CleanPower based on documented Consumer Price Index (CPI) and Producer Price Index (PPI) data as published by the US Department of Labor, Bureau of Labor Statistics. In no case shall the contract price for the renewal year(s) exceed 3.0% of either the CPI or PPI.

RECOMMENDATION

DAS recommends approval of the proposed agreement.

Respectfully Submitted:



Patrick Lee, Director of Procurement
Department of Administrative Services

cc: County Executive Chris Abele
Don Tyler, Director of Administrative Services
Brian Dranzik, Director, Department of Transportation
Hector Colon, Director, Department of Health and Human Services
Gary Waszak, Interim Director of Facilities
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Stephen Cady, Fiscal and Budget Analyst, County Board of Supervisors

**AGREEMENT
BETWEEN
MILWAUKEE COUNTY DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
CLEANPOWER, L.L.C.
FOR
HOUSEKEEPING AND JANITORIAL SERVICES**

Request for Proposal No: 928003

Contract Period: August 1, 2013-July 31, 2014

1. This contract is entered into by and between Milwaukee County, Department of Administrative Services, and the contractor whose name, address, and principal officer appears below;

2. Whereby the Milwaukee County Department of Administrative Services agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for proposal cited above, and in accordance with the contractor's proposal response submitted on this request for proposal, and as accepted by Milwaukee County; which request for proposal is hereby made a part of this contract;

3. In connection with the performance of work under this contract, the contractor agrees, upon request by Milwaukee County, to perform an annual compensation study regarding individuals providing services pursuant to this contract;

4. In connection with the performance of work under this contract, Milwaukee County and the contractor agree that in the event Milwaukee County acquires new or additional buildings requiring janitorial services, the contractor shall have the opportunity to submit a bid for the provision of janitorial services for such new or additional building;

5. In connection with the performance of work under this contract, Milwaukee County and the contractor agree that in the event Milwaukee County relocates any of its operations from one building currently covered by this contract to another building currently not covered by this contract, that the contractor shall continue to provide janitorial services at the new location at comparable rates;

6. In connection with the performance of work under this contract, Milwaukee County may terminate this contract for any reason or for no reason at all upon 60 days' advance written notice to the contractor;

7. In connection with the performance of work under this contract, the contractor agrees that the services under this contract must be continued without interruption and that, upon contract expiration or termination of the contract for any reason, the contractor shall furnish phase-in and phase-out services associated with transitioning to a new provider of the services contemplated by this contract, for a period of up to 90 days;

8. In the event that anything in this contract conflicts with anything in the request for proposal cited above, the terms of this contract shall control any disputes between the parties.

MILWAUKEE COUNTY

By: _____
Don Tyler
Director, Department of Administrative Services

CLEANPOWER, L.L.C.

By: _____

Approved as to form and independent status: Reviewed by:

By: _____ Date: _____
Risk Management

By: _____ Date: _____
Corporation Counsel

Approved with regards to County Ordinance Chapter 42:

By: _____ Date: _____
Community Business Development Partners

(ITEM NO.) From the Director of Procurement, Department of Administrative Services, requesting approval of a contract between Milwaukee County and Encore One, d/b/a CleanPower, LLC, for the provision of housekeeping and janitorial services in county facilities, by recommending adoption of the following:

A RESOLUTION

WHEREAS, Facilities Management and Procurement staff of the Department of Administrative Services, the Department of Transportation, and the Department of Health and Human Services issued a Request for Proposals (RFP) to provide housekeeping and janitorial services in county facilities; and

WHEREAS, the RFP process enabled County staff to obtain specific information about the vendors and their proposed provision of housekeeping and janitorial services. Such information included vendor qualifications, costs of services, technical knowledge and experience, and staffing allocation and experience; and

WHEREAS, in response to the RFP, numerous vendors submitted proposals to Milwaukee County by the required deadline; and

WHEREAS, the submitted proposal and best and final offer from Encore One, d/b/a CleanPower, LLC, ("CleanPower") provides that CleanPower will provide housekeeping and janitorial services in the courthouse complex, the county grounds, MCDOT's highway maintenance and fleet management buildings, the psychiatric hospital, the behavior health division, the community service center, the detention center, and Marcia P. Coggs Human Service Center at an annual cost of approximately \$3,374,645.38 per year for a one (1) year initial term (August 1st – July 31st) with two (2) twelve month extensions (if mutually agreeable to both parties); and

WHEREAS, the cost of the contracted services for the period August – December, 2013 will exceed current 2013 budgeted amounts by approximately \$106,000.00 due in part to the addition of services in certain DHHS facilities to further advance the County's goals of infection control; the increase to be absorbed by DAS Facilities Management via surpluses in other areas of its budget. DHHS is negotiating with CleanPower to adjust services so that costs do not exceed budgeted amounts, but is able to absorb any increase attributable to DHHS via surpluses in other areas of its respective budget; and

WHEREAS, the experience and reputation of CleanPower is well documented in county facilities as well as in other facilities in the Milwaukee area; now, therefore,

BE IT RESOLVED, the Milwaukee County Board of Supervisors hereby approves of the contract between Milwaukee County and Encore One, d/b/a CleanPower, LLC,

47 for the provision of housekeeping and janitorial services at the enumerated county
48 facilities.
49

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: June 17, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Housekeeping and Janitorial Services Agreement

FISCAL EFFECT:

- | | |
|---|--|
| <input type="checkbox"/> No Direct County Fiscal Impact | <input type="checkbox"/> Increase Capital Expenditures |
| <input type="checkbox"/> Existing Staff Time Required | <input type="checkbox"/> Decrease Capital Expenditures |
| <input checked="" type="checkbox"/> Increase Operating Expenditures
(If checked, check one of two boxes below) | <input type="checkbox"/> Increase Capital Revenues |
| <input checked="" type="checkbox"/> Absorbed Within Agency's Budget | <input type="checkbox"/> Decrease Capital Revenues |
| <input type="checkbox"/> Not Absorbed Within Agency's Budget | |
| <input type="checkbox"/> Decrease Operating Expenditures | <input type="checkbox"/> Use of contingent funds |
| <input type="checkbox"/> Increase Operating Revenues | |
| <input type="checkbox"/> Decrease Operating Revenues | |

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year*	Subsequent Year**
Operating Budget	Expenditure	\$106,000	\$1,968,542
	Revenue	\$0	\$0
	Net Cost	\$0	\$0
Capital Improvement Budget	Expenditure	\$0	\$0
	Revenue	\$0	\$0
	Net Cost	\$0	\$0

*Fiscal impact based on comparison between existing contract and proposed contract pro-rated for the months of August-December, 2013.

**Fiscal impact calculated based on remaining initial term of contract for the months January-July 2014 (\$1,968,542).

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated. ¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

- A. The Director of the Department of Administrative (DAS) is requesting that the County Board approve a resolution to enter into an agreement for the provision of housekeeping and janitorial services at certain county facilities.
- B. Direct costs are anticipated to be approximately \$3,374,645 per year, or \$1,406,103 for the period of August-December, 2013. This is an increase of approximately \$106,000 over the budget amount of \$1,300,103 for the same time period.
- C. The budgetary impact will be that DAS-Facilities Management will have an increase of approximately \$18,565 in its housekeeping and janitorial services expenditures for the remainder of 2013. DAS-Facilities Management will absorb this increase of cost via surpluses in other budgeted areas. DOT will have a decrease of approximately \$1,746 in its housekeeping and janitorial services expenditures for the remainder of 2013. DHHS will have an increase of approximately \$89,181 in its housekeeping and janitorial services expenditures for the remainder of 2013. DHHS will absorb this increase of cost via surpluses in other budgeted areas.

Of the total \$3,374,645 first year contact cost, approximately \$1,406,103 will be realized in 2013 (August-December) and approximately \$1,968,542 will be realized in 2014 (January-July). If mutually agreed to, the contract may be extended for two additional extension periods of 12 months each. Any contract price adjustments will be negotiated between the County and vendor based on documented Consumer Price Index (CPI) and Producer Price Index (PPI) data as published by the US Department of Labor, Bureau of Labor Statistics. In no case shall the contract price for the extension year(s) exceed 3.0% of either the CPI or PPI.

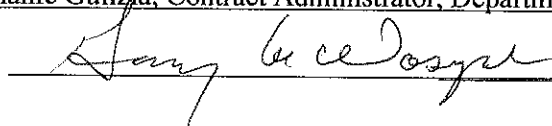
D. None.

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

Department/Prepared By: Stephanie Gulizia, Contract Administrator, Department of Administrative Services

Authorized Signature(s)



Did DAS-Fiscal Staff Review? ☒ Yes ☐ No

Did CBDP Review?² ☒ Yes ☐ No ☐ Not Required

**COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION**

Date: August 26, 2013

To: Marina Dimitrijevic, Chairwoman, Milwaukee County Board of Supervisors

From: Gary Waszak, Facilities Management Division, Department of Administrative Services

Subject: Threat Assessment Security Report for Information Only

ISSUE

A Threat Assessment report has been requested.

BACKGROUND

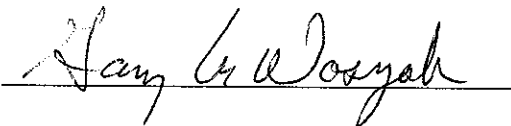
In the 2013 June cycle, an informational report was submitted to the County Board by the Department of Administrative Services, Facilities Management Division (DAS-FM) on Courthouse Complex and Vel Phillip's Juvenile Justice Center Security. During the committee when the report was presented, an additional report on the threat assessment was requested.

DAS-FM has been working with the Sheriff's Department, the District Attorney's Office and other stakeholders in both on-going security analysis and working on developing a threat assessment. This assessment involves the historical aspects of entrance screening as well as various evolving threat scenarios.

DAS-FM will report back to the County Board with the findings and recommendations of the threat assessment when it is completed.

RECOMMENDATION

There is no recommendation at this time. This report is informational only.



Gary Waszak, Interim Director
Facilities Management Division
Department of Administrative Services

cc: Chris Abele, County Executive
Supervisor Michael Mayo, Sr., Chairman, TPW Committee
Don Tyler, Director, Department of Administrative Services



Community Business Development Partners

MILWAUKEE COUNTY

Dr. Ruben Anthony, Jr• Interim Director, DBE Liaison Officer, ACDBE Liaison Officer

DATE: August 21, 2013

TO: Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Dr. Ruben Anthony, Interim Director, Community Business Development Partners

SUBJECT: DBE WAIVER REPORT FOR May, June & July 2013

DIRECTIVE

At the request of the Committee on Economic and Community Development, the Community Business Development Partners Department (CBDP) provides a monthly update on the Disadvantaged Business Enterprise (DBE) utilization waivers requested by, and granted to, Milwaukee County departments/divisions.

BACKGROUND

CBDP is responsible for designing, implementing, monitoring and enforcing Milwaukee County's DBE Program in order to maintain compliance with Federal Regulations and Milwaukee County Ordinances. Implementation of the Program includes establishing participation goals on, both, Federal and County funded contracts, as well as monitoring and enforcing compliance of these contracts. Participation goals may only be established on contracts where opportunities exist for ready, willing and able certified firms to perform commercially useful functions related to the satisfaction of those contracts.

In 1999, the United States Department of Transportation (USDOT) implemented DBE Program rules with seven (7) key objectives directed at creating a level playing field on which certified firms could compete fairly for USDOT-assisted contracts. This legislation, 49 CFR Part 26, requires all recipients of USDOT funds to establish and maintain a DBE program that, not only, complies with the intent and language of the legislation, but that has also been reviewed and approved by USDOT. As a result of public and private stakeholder input, Milwaukee County determined and approved, by action of the County Board, to establish and maintain a program based upon the Federal DBE Program rules and standards for all of its contracts. This action of the County Board and County Executive established, and adopted, rules and regulations of USDOT Office of the Secretary, per the Federal Register (49 CFR Parts 23 and 26), over Milwaukee County's Federally, and County, funded projects.

Milwaukee County, as a Federal funding recipient, is required to provide and establish contract opportunities for certified firms on its projects based upon the number of ready, willing and able firms certified to perform within the scope(s) of each of these projects. Only firms certified through Wisconsin's Unified Certification Program (UCP), a consortium of 24 municipalities and agencies throughout the State, count as ready, willing and able firms for this purpose. Four of the UCP members serve as certifying partners for the consortium, Milwaukee County, WisDOT, Dane County, and the City of Madison. As a certifying partner, Milwaukee County has the responsibility of verifying and maintaining the status of approximately 400 of the 900 currently certified firms throughout the State, while processing all new applications.

WAIVER REQUESTS

When CBDP receives a waiver request from a department/division, staff thoroughly reviews it and available supporting documentation before forwarding the request on to the Director for determination. The Director may require staff to gather more comprehensive information or to provide more detailed clarification regarding any identified issues prior to issuing a determination.

WAIVER REPORT SUMMARY

The figures below include Professional & Management Service and Capital Improvement/Maintenance contracts awarded during May, June and July. This report does not include contracts awarded by Procurement Division processes under Chapter 32, as this information is not shared with CBDP. Please see the attachment for waivers requested as broken out by owner department, contractor/consultant awarded, scope of services rendered, total contract amounts, and reason for approval, or lack thereof.

Total Contracted Dollars for the period \$ 31,744,340.38

Total Contracted Dollars w/ Waiver Approval \$ 3,159,037.00

Total Contracted Dollars w/o Waiver Approval \$ 126,414.26

Percentage of Contracts Waived for Period 10%

RECOMMENDATION

CBDP prepared this informational report, and proposes that it be received and filed, as such.

Approved by:

Ruben Anthony
Interim Director, CBDP

CC: Chris Abele, Milwaukee County Executive

Milwaukee County Community Business Development Partners Department (CBDP)

DBE Waiver Report May 2013

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<u>CBDP Approved Waivers ¹</u>				
DOT - GMIA	Giles Engineering	GMIA - Material Testing - Airfield Pavement Rehabilitation & Stormwater Box Tunnel Repair	\$15,000.00	Annual Consultant Utilization
Parks	Southwest Aquatic Team (SWAT)	Exclusive use of certain lanes of the Wilson Park pool during certain times & dates over the summer	\$9,000.00	Summer Event
DHHS-BHD	UW Waisman Center Community TIES Program	Two specialist from the Waisman Center staff to visit, assess & provide training to BHD staff	\$49,800.00	Specialized Service
DHHS-BHD	Quarles & Brady, LLP	Legal services	\$30,000.00	Specialized Service
DTPW-Airport Division	Smith Amundsen, LLC	Specialize legal services	\$19,999.00	Specialized Service
IMSD	Eden Enterprises, LLC	Assist with planning & implementation of the migration to Office 365 for county staff	\$99,999.00	Specialized Service
Human Resources	Affion Public, LLC	To serve as an execution search firm to identify & place a qualified individual in the position of Parks Director	\$25,000.00	Specialized Service
District Attorney	Fondulac County Medical Examiner's Office	John Doe investigation into the death of Brandon Johnson at BHD	\$2,000.00	Specialized Service
District Attorney	Michael Woody, Psy.D	State v. Robert Fowler	\$3,000.00	Specialized Service

Contracts Issued Without CBDP Review ²

Comptroller	Chapman & Cutler	Professional services relating to the 2013A Taxable General Obligation Pension Promissory Notes \$138,730	\$85,164.26	No CBDP Review
Comptroller	Fitch Ratings	Professional services associated with the 2013A Taxable General Obligation Pension Notes	40,000.00	No CBDP Review

Total Contract \$ Amount for Month ³	\$17,412,725.00
Total Approved Waiver \$ Amount	\$253,798.00
Total Unapproved Waiver \$ Amount	\$125,164.26
Percentage Waived	2.18%

¹ Waivers approved by CBDP; within guidelines of Code of General Ordinances

² Contracts issued by Departments in violation of the Code of General Ordinances;
CBDP is made aware of these projects when Accounts Payable forwards new contract information

³ Total does not include Procurement Division Figures

Milwaukee County Community Business Development Partners Department (CBDP)

DBE Waiver Report June 2013

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
<u>CBDP Approved Waivers ¹</u>				
Parks	Board of Regents of the University of Wisconsin System	To conduct programs environmental education, nature in the parks	263,289.00	Specialized Service
DHHS-Delinquency & Court Services	MPD/MPS	To provide specialized training & technical assistance mentoring program	20,000.00	Specialized Service
DHHS-BHD	Enterprise Medical Services	To search for physicians and nurses	99,000.00	Specialized Service
DHHS-EMS	City of Franklin	To provide emergency medical services to County residents and others	170,000.00	Specialized Service
DHHS-EMS	City of Greenfield	To provide emergency medical services to County residents and others	190,000.00	Specialized Service
DHHS-EMS	City of Milwaukee	To provide emergency medical services to County residents and others	760,000.00	Specialized Service
DHHS-EMS	North Shore Fire Department	To provide emergency medical services to County residents and others	270,000.00	Specialized Service
DHHS-EMS	City of Oak Creek	To provide emergency medical services to County residents and others	180,000.00	Specialized Service
DHHS-EMS	City of South Milwaukee	To provide emergency medical services to County residents and others	200,000.00	Specialized Service
DHHS-EMS	City of Wauwatosa	To provide emergency medical services to County residents and others	160,000.00	Specialized Service
DHHS-EMS	City of West Allis	To provide emergency medical services to County residents and others	150,000.00	Specialized Service
Family Care	Baker Tilly Virchow Krause, LLP	To procure additional audit services	478,000.00	Specialized Service
Dept. on Aging	Milwaukee LGBT Community Center, Inc.	Outreach and services to lesbian, gay, bisexual and transgender elderly	10,000.00	Specialized Service
District Attorney	Christopher T. Tyre, Ph.D-Jameel Ali	State v. Jameel Ali	1,750.00	Specialized Service (Under \$2,000.00)
Medical Examiner	Medical College of Wisconsin Affiliated Hospitals (MCWAH)	Forensic Pathology Fellowship Program	88,000.00	Specialized Service
Corporation Counsel	Hansen Reynolds Dickinson Crueger, LLC and Cade Law LLC	Specialized services	49,000.00	Specialized Service (Per Chapter 56.30(a))

Contracts Issued Without CBDP Review ²

Comptroller	U.S Bank	US Bank administration fees for the 2004A airport revenue bonds	1,250	No CBDP Review
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Total Contract \$ Amount for Month ³	\$3,139,689.00
Total Approved Waiver \$ Amount	\$2,902,039.00
Total Unapproved Waiver \$ Amount	\$1,250.00
Percentage Waived	92.47%

¹ Waivers approved by CBDP; within guidelines of Code of General Ordinances

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³ Total does not include Procurement Division Figures

Milwaukee County Community Business Development Partners Department (CBDP)

DBE Waiver Report July 2013

DEPARTMENT	CONSULTANT/CONTRACTOR	SCOPE OF SERVICES	CONTRACT AMOUNT	APPROVAL REASON
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CBDP Approved Waivers ¹

Contracts Issued Without CBDP Review ²

Total Contract \$ Amount for Month ³	2,395,250.00
Total Approved Waiver \$ Amount	\$0.00
Total Unapproved Waiver \$ Amount	\$0.00
Percentage Waived	0.00%

¹ Waivers approved by CBDP; within guidelines of Code of General Ordinances

² Contracts issued by Departments in violation of the Code of General Ordinances;
CBDP is made aware of these projects when Accounts Payable forwards new contract information

³ Total does not include Procurement Division Figures



Community Business Development Partners

MILWAUKEE COUNTY

Ruben L. Anthony Jr., Ph.D. • Interim Director, DBE Liaison Officer, ACDBE Liaison Officer

DATE: August 21, 2013

TO: Supervisor Marina Dimitrijevic, Chair, County Board of Supervisors
 Supervisor Patricia Jursik, Chair, Economic & Community Development Committee
 Supervisor Michael Mayo, Sr., Chair, Transportation, Public Works & Transit Committee

FROM: Ruben L. Anthony Jr., Interim Director, Community Business Development Partners

SUBJECT: DBE Triennial Goal Setting

BACKGROUND

Milwaukee County (County) is required to submit an overall Disadvantaged Business Enterprise (DBE) participation goal to the Federal Aviation Administration (FAA) every three years. The Community Business Development Partners has worked with community Stakeholders to implement the FAA's methodology to establish the goal for Airport Improvement Program (AIP) funding anticipated to be received during Federal Fiscal Years (FFY) 2014-2016. DBE goal setting is required by The United States of America code of Federal Regulations Title 49, part 26 (49 CFR part 26), which mandates the design and implementation of the DBE Program.

REPORT SUMMARY

In accordance with the FAA guidelines, after a DBE goal has been established for 2014-2016 the public must be given 45 days to provide comments and as of August 8, 2013 no comments were received. Therefore, the goal that was established during the goal setting process has not been adjusted. The following are the Triennial goals that were established:

Construction	Professional Services	Overall
19.7%	23.6%	20.3%

It is anticipated that the County will spend approximately one fifth of the FAA financial assistance with DBE firms on FAA-assisted contracts for FFY 2014-2016. With an amount of \$95,968,000 in FAA-assisted contracts expected to be procured, the County's goal will result in some \$19,481,504 being expended with DBE firms during the three-year period.

RECOMMENDATION

CBDP prepared this informational report, and humbly proposes that it be received and filed, as such.

Approved by:

Ruben L. Anthony Jr., Ph.D.
 Interim Director, CBDP

CC: Chris Abele, Milwaukee County Executive

EXECUTIVE SUMMARY

Milwaukee County (County) is required to submit an overall Disadvantaged Business Enterprise (DBE) participation goal to the Federal Aviation Administration (FAA) every three years. This triennial goal report describes the methodology and the process used by the County to establish this goal for Airport Improvement Program (AIP) funding anticipated to be received during Federal Fiscal Years (FFY) 2014-2016. This report has been developed according to the United States of America Code of Federal Regulations Title 49, Part 26 (49 CFR Part 26), which mandates the design and implementation of the DBE Program.

The County Executive proposes, and the County Board authorizes, funding of projects through the County's Annual Budget process each November for the following calendar year; e.g., November 2013 for 2014. As this report is based upon anticipated projects, the County may submit a revised goal report to reflect the actual projects that will be undertaken.

The 2014-2016 overall goal is based on the availability of eligible DBE firms in regard to market availability within Southeastern Wisconsin, input from affect internal and market stakeholders, and the County's experiences with the DBE Program on AIP projects from 2010 to 2012.

The overall DBE goal for Milwaukee County's FAA-assisted contracts for FFY 2014-2016 is 20.3%. The following tables display this goal and its race-neutral and race-conscious components.

TABLE 1
OVERALL DBE GOAL FOR FFY 2014-2016

TYPE OF PROJECTS	RACE-NEUTRAL GOAL	RACE-CONSCIOUS GOAL	OVERALLGOAL
	6.9%	12.8%	19.7%
Construction	$\$80,729,800 \times .069 =$ \$5,570,356	$\$80,729,800 \times .128 =$ \$10,333,414	$\$80,729,800 \times .197 =$ \$15,903,771
Professional Services	1.7% $\$15,238,200 \times .017 =$ \$259,049	21.9% $\$15,238,200 \times .219 =$ \$3,337,166	23.6% $\$15,238,200 \times .236 =$ \$3,596,215
Totals	6.1% $\frac{\$5,829,405}{\$95,968,000} = 0.061$	14.2% $\frac{\$13,670,580}{\$95,968,000} = 0.142$	20.3% $\frac{\$19,499,986}{\$95,968,000} = 0.203$

Milwaukee County will begin using this overall goal on October 1, 2013.

PROCESS FOR GOAL SETTING

The County anticipates expanding approximately one fifth of the FAA financial assistance with DBE firms on FAA-assisted contracts for FFY 2014-2016, as detailed in Table 1. With an amount of **\$95,968,000** in FAA-assisted contracts expected to be let, the County's goal will result in some **\$19,499,968** being expended with DBE firms during this three year period.

In accordance with Section 26.43, the County does not utilize quotas or set asides to obtain contract participation by DBE firms.

Pursuant to Section 26.45, the overall goal is based upon the availability of ready, willing and able DBE firms in the market. The market of available firms for the County consists primarily of businesses located in seven southeastern counties within the State of Wisconsin.¹ The County expends the vast majority of its total contracting dollars with firms located within this region. DBE firms and non-DBE firms were used to calculate the baseline availability in the goal setting process.

In compliance with Section 26.51(a), the County will meet the maximum feasible portion of the overall goals through race-neutral means of facilitating DBE participation. Currently, the County uses the following race-neutral approaches to ensuring DBE participation: (a) encouraging prime contractors to subcontract portions of their work, which they might otherwise perform with their own forces; (b) providing assistance to prime contractors in contacting prospective DBE firms; (c) facilitating information and communication programs on contracting procedures and specific contract opportunities through website postings, electronic notifications to DBEs, and public notice publication; (d) ensuring the distribution of the DBE Directory to contractors/consultants that obtain plans and specifications or request for proposal (RFP) documents and materials; (e) encouraging the formation of joint ventures and consortia; and (f) encouraging DBE firms to act as primes.

¹ The seven Counties are: Kenosha, Milwaukee, Ozaukee, Racine, Walworth, Washington, and Waukesha.

METHODOLOGY USED FOR DETERMINING DBE GOAL

The County utilized the two-step goal setting methodology detailed in 49 CFR 26.45. This methodology was discussed with stakeholders and detailed in the preliminary goal report.

IDENTIFICATION OF PROJECTS FOR FFY 2014-2016

The County first identified the anticipated FAA-assisted projects slated for FFY 2014-2016 to determine (1) the type of projects where DBE participation was possible and (2) the number of firms in the market, and the DBE qualified firms available in the relevant NAICS codes for inclusion in the baseline formula. The County's anticipated spend is shown in Table 2.

TABLE 2
ANTICIPATED FAA-ASSISTED EXPENDITURES FOR FFY 2014-2016

FFY	Construction	Professional Services	Total Contractible Dollars
2014	\$13,595,400	\$3,414,600	\$17,010,000
2015	\$17,028,000	\$2,397,000	\$19,425,000
2016	\$50,106,400	\$9,426,600	\$59,533,000
TOTAL	\$80,729,800	\$15,238,200	\$95,968,000

SELECTION OF RELEVANT NAICS CODES

The selection of relevant NAICS codes for FFY 2014-2016 projects was based upon the anticipated design and construction projects as defined by Airport Engineering and Administration personnel. Table 3 displays the projects anticipated for this period. Actual projects undertaken are dependent upon available funding.

TABLE 3
ANTICIPATED AIRPORT IMPROVEMENT PROJECTS 2014- 2016

	Construction Projects	2014	2015	2016
1	GMIA Airfield Safety Improvement	\$400,000	\$500,000	\$500,000
2	Airfield Pavement Rehabilitation	\$1,120,000	\$1,120,000	\$1,120,000
3	7L-25R Pavement Resurface	\$2,100,000		
4	LJT R/W & TW Rehabilitation	\$225,000		
5	GMIA Taxiway R & R3 Reconstruction	\$3,854,400	\$4,000,000	\$1,600,000
6	Security & Wildlife Deterrent Perimeter Fencing	\$291,000	\$303,000	\$309,000
7	GMIA Terminal Escalator Replace	\$650,000	\$650,000	
8	GMIA Sanitary Sewer Upgrade	\$300,000		
9	Noise Barrier Elements	\$495,000	\$495,000	
10	Ramp Electrification	\$4,160,000		
11	13-31 Pavement Resurface		\$2,600,000	
12	Perimeter Road Extension (South Maintenance)		\$3,000,000	
13	Boiler Replacement		\$320,000	
14	Runway Abrasive Materials Storage Building		\$2,240,000	
15	LJT New FBO Terminal		\$1,800,000	
16	13-31 & Taxiway S&Y Re-Cable & Relighting			\$1,300,000
17	Noise/Mini Ground Run-Up Enclosure (GRE)			\$80,000
18	Taxiway F Reconstruction			\$2,200,000
19	Replace Glass Skywalk			\$2,880,000
20	Parking Structure Preventative Maintenance Capital Repairs			\$606,400
21	Deicer Pads			\$11,260,000
22	Equipment Storage Building for Snow Plows			\$20,668,000
23	Development of Parking at Sixth Street – Phase II			\$1,311,000
24	Parking Structure Relighting			\$1,280,000
25	Noise/Aircraft Operational Study Implementation			\$260,000
26	Noise/Vacant Land Acquisition			\$520,000
27	Firehouse Garage Addition			\$1,372,000
28	Administration Building Addition			\$2,840,000
	TOTAL CONSTRUCTION PROJECTS	\$13,595,400	\$17,028,000	\$50,106,400
	Professional Services Projects			
1	GMIA Taxiway R & R3 Reconstruction	\$963,600	\$1,000,000	\$400,000
2	GMIA Terminal Expansion Study	\$200,000		
3	Noise Barrier Study	\$200,000		
4	Noise Monitor Study	\$1,851,000		
5	LJT New FBO Terminal	\$200,000		
6	Boiler Replacement		\$80,000	
7	Runway Abrasive Materials Storage Building		\$560,000	
8	Development of Parking at Sixth Street – Phase II		\$160,000	
9	Administration Building Addition		\$260,000	
10	Noise/Aircraft Operational Study		\$152,000	
11	Firehouse Garage Addition		\$185,000	
12	Noise/Mini Ground Run-Up Enclosure (GRE)			\$20,000
13	Replace Glass Skywalk			\$720,000

14	Parking Structure Preventative Maintenance Capital Repairs			\$151,600
15	Deicer Pads			\$2,815,000
16	Parking Structure Relighting			\$320,000
17	Phase 1 (Master Plan B-1) Central Terminal Modifications			\$5,000,000
	TOTAL PROFESSIONAL SERVICE PROJECTS	\$3,414,600	\$2,397,000	\$9,426,600
	Noise Mitigation Projects			
1	Phase II Mitigation Program	\$33,451,000	\$1,000,000	\$0

After identification of the projects the relevant NAICS Codes were selected for determining the number of ready, willing and able firms to be counted in the baseline calculation.

TABLE 4
RELEVANT NAICS CODES FOR FAA-ASSISTED PROJECTS

TYPE OF PROJECT	NAICS CODES	DESCRIPTION
CONSTRUCTION	236220	Commercial Building Construction
	237110	Water & Sewer Line Construction
	237130	Power & Communication
	238110	Poured Concrete Foundation & Structure
	238120	Structural Steel & Precast Concrete
	238130	Framing
	238140	Masonry
	238150	Glass & Glazing
	238160	Roofing
	238190	Other Foundation, Structure&Bldg Exterior
	238210	Electrical
	238220	Plumbing, Heating and Air Conditioning
	238290	Other Bldg Equipment
	238310	Drywall & Insulation
	238320	Painting & Wall Covering
	238330	Flooring
	238340	Tile & Terrazzo
	238350	Finish Carpentry
	238390	Other Bldg Finishing
	238910	Site Preparation
	238990	All Other Specialty Trade
	327320	Ready-Mix Concrete Manufacturing
	332312	Fabricated Structural Steel Manufacturing
	423310	Lumber, Plywood, Millwork Wholesalers
	423320	Brick, Stone & Related Wholesalers
	423330	Roofing, Siding & Insulation Wholesalers
	423390	Other Construction Materials Wholesalers
	423610	Electrical, Wiring & Supplies Wholesalers
	423690	Other Electronic Parts Wholesalers
	423710	Hardware Wholesalers
	423720	Plumbing & Heating Wholesalers
	423730	Heating & Air-Conditioning Wholesalers
	423740	Refrigeration Supplies Wholesalers
	423810	Construction Equipment Wholesalers

	423830	Industrial Equipment Wholesalers
	423840	Industrial Supplies Wholesalers
	484110	General Freight Trucking, Local
	484121	General Freight Trucking, Long Distance
	484220	Specialized Freight Trucking, Local
	561730	Landscaping Services
	562910	Remediation Services
PROFESSIONAL SERVICES	541310	Architectural
	541320	Landscape Architectural
	541330	Engineering
	541340	Drafting
	541360	Geophysical Surveying & Mapping
	541370	Surveying & Mapping
	541380	Testing Laboratories
	541490	Other Specialized Design & Related
	541611	Administrative & General Management
	541613	Marketing Consulting
	541618	Other Management Consulting
	541620	Environmental Consulting
	541690	Other Scientific & Technical Consulting
	541820	Public Relations
	541840	Media Representatives
	541910	Market Research & Public Opinion Polling
	541990	Other Professional, Scientific & Technical

DATA SOURCES

In accordance with the provisions contained in Section 26.45, Milwaukee County used the best evidence available to determine the number of ready, willing and able DBE qualified and unqualified firms.

To obtain the **number of all available firms** the County used Census Bureau data on County Business Patterns. This information was obtained for each of the seven counties in Southeastern Wisconsin, as footnoted on Page 2.

To obtain the number of ready, willing and able DBE firms, the County used the Unified Certification Program Directory. The firms meeting the screening criteria described above were selected for inclusion in the baseline formula. The directories of other municipal and government agencies were employed to determine the availability of other small business entities currently qualified as "minority" and/or woman owned businesses in the region that could become DBE certified. The County was diligent in its review of these data sets to ensure that no duplicate firms were counted. The result is the total **number of qualified firms**.

The following resources served as the basis for development of the market availability numbers used to calculate the baseline goal numbers. Website information for these sources is listed in Appendix C of this report.

- United States of America Census Bureau Data on County Business Patterns
- Wisconsin Unified Certification Program (UCP) Directory of DBE Firms
- Wisconsin Department of Administration, Division of Enterprise Operations, State Supplier Diversity Business Certification Program Directory
- City of Milwaukee, Office of Small Business Development, Compliance Reporting and Certification System Directory

STEP-1: CALCULATION OF BASELINE GOAL

The following formula was used to calculate the baseline figure/goal:

$$\frac{\text{Number of Qualified firms in relevant NAICS Codes}}{\text{Number of Qualified \& Non-Qualified firms in relevant NAICS Codes}} = \text{Baseline Goal}$$

The results of application of this formula described above are displayed in Table 5.

TABLE 5
CALCULATION OF BASELINE GOAL FOR FAA-ASSISTED PROJECTS

Firms	Construction	Professional Services	Aggregate Totals
QUALIFIED FIRMS	752	357	1109
NON-QUALIFIED FIRMS	4632	980	5612
ALL FIRMS	5384	1337	6721
QUALIFIED FIRMS Goal = ----- ALL FIRMS	752 ----- = 14.0% 5384	357 ----- = 26.7% 1337	1109 ----- = 16.5% 6721
Weighted Spend	$\frac{\$80,729,800}{\$95,968,000} =$ 84.1%	$\frac{\$15,238,200}{\$95,968,000} =$ 15.9%	
Effects of weighting on Goal Calculation	$0.140 \times 0.841 =$ 11.8%	$0.267 \times 0.159 =$ 4.2%	$0.118 + 0.042 =$ 16.0%

STEP-2: ADJUSTMENT TO BASELINE GOAL

Several factors were investigated in determining whether to adjust the baseline goal. After extensive review, the County decided to utilize only one factor. The level of DBE participation and accomplishment during the past three years (2010-2012) was selected due to its ability to provide quantitative and qualitative data.

Using this quantifiable data set, the effects of recent DBE achievement as an adjustment factor is translated into the following formula:

$$\frac{\# \text{ Qualified firms}}{\# \text{ Firms Available in Market}} = \text{Baseline Goal} + \text{Adjustment Factor} = \text{Adjusted Goal}$$

Applying this formula, the unweighted average of DBE availability in the market is 14.0% (in construction). This baseline was added to the median of recent participation figures for DBE firms on Construction projects during this period; 25.3%. The sum of these is 39.3%. The average of this figure is 19.7%.

For professional services, the same process results in a goal of 23.6%. The median attainment in the professional services arena is 20.5%. The baseline availability of 26.7% was added to this, totaling 47.2%. This was then divided by two resulting in a goal of 23.6%.

TABLE 6
ADJUSTMENTS OF BASELINE BASED UPON RECENT DBE ACHIEVEMENTS

Data Sets	Construction	Professional Services	Aggregate Average
Market Availability (a)	14.0	26.7	16.5
Average of 3-Yr Totals (b)	25.3	20.5	24.2
Sum (a + b)	39.3	47.2	40.7
SUM	39.3	47.2	40.7
Goal = -----	----- = 19.7%	----- = 23.6%	----- = 20.3%
2	2	2	2

The following table summarizes the County's review of the myriad factors affecting the ability of small businesses to participate on the projects anticipated during the period covered by this goal report. A more detailed summary of some of the material researched in regard to goal setting is included as Appendix C of this report.

TABLE 7
GOAL SETTING SUMMARY FOR FAA-ASSISTED PROJECTS

	Construction	Professional Services	Overall Goal
1. Step-1 Market Availability	14.0%	26.7%	16.5%
2. Anecdotal Information on Discrimination	Assigning a numerical value to the effects of discrimination is a task beyond the capacity of County staff dedicated to goal setting, therefore this factor was not used to adjust the final goal.		
3. Statistical Disparities	Information presented by the University of Wisconsin – Milwaukee and other sources on the rate of minority and women business formation was considered but not incorporated into the adjustment of the final goals due to the difficulty of assigning a numerical value.		
4. DBE Achievements (See Table 6)	(DBE capacity as indicated by the last three years ² of DBE participation was a significant adjustment factor in obtaining the final goal.)		
	25.3%	20.5%	24.2%
➤ Adjusted Goal Percentages	19.7%	23.6%	20.3%

² See Appendix B (FAA DBE Payments for 2010-2012)

DETERMINATION OF RACE-NEUTRAL & RACE-CONSCIOUS COMPONENTS

To breakdown the overall goal into the race-neutral and race-conscious components the County relied on its past experience. The percentage of race-neutral and race-conscious overall goal components for FFY 2014-2016, is based on the County's analysis of its DBE achievements for 2010-12 on FAA projects. The average over-achievement can reasonably be used to determine the race-neutral component of the overall goal. Under-achievement is an indication that the race-conscious portion should constitute a larger component of the overall goal.

Using the rationale described above, the final overall goal was adjusted to show the race-neutral and race-conscious components as displayed in Table 1.

The County will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation in accordance with Section 26.51(f). The County will track and report race-neutral and race-conscious participation separately. For reporting purposes race-neutral includes, but is not limited to, the following: participation through a prime contract when obtained through customary competitive procurement procedures; participation through a subcontract on a prime contract that does not carry a goal; participation on a contract exceeding a contract goal; and participation through a subcontract from a prime contractor that did not consider the firm's status in making the award.

BREAKDOWN OF OVERALL GOAL INTO RACE-NEUTRAL & RACE-CONSCIOUS COMPONENTS

The DBE achievements during 2010-12 indicate that the median race-neutral attainment is 6.9% in construction and 1.7% in construction-related services, as evidenced in Appendix B. For FFY 2014-2016, it is anticipated that the overall race-neutral participation will mirror the successes of recent years. For this reason the race-neutral component of the overall goal for anticipated projects reflects past attainment, and results in 6.1%, as a weighted figure. The calculations of the race-neutral and race-conscious components of the overall goal are detailed in Table 1.

The annual overall goal stated in this report is the County's target for expending federal funds with DBE firms. Local market conditions and capacity of DBE firms in specific industry classifications at the time of award may yield differing results. The County will continue to report achievements in accordance with 49 CFR 26.11, and submit additional reporting as may be necessary to comply with the requirements of 26.47(c).

GOAL IMPLEMENTATION

CONTRACT GOALS

Following Section 26.51(e) (1) and (2) contract goals will be used to meet any portion of the overall goal that the County projects cannot be met through race-neutral participation. The County will assign contract goals only on those projects, which have subcontracting possibilities. In accordance with Section 26.51(e)(4) the County will also ensure that the assignment of contract goals will provide for the participation of all certified DBEs and will not be sub-divided into group specific goals.

The County, in compliance with Section 26.51(f), will continue to monitor DBE participation and will make necessary adjustments to ensure that the program is narrowly tailored.

The County expresses all contract goals as a percentage of the total contract amount; i.e., including local and federal funds.

GOOD FAITH EFFORTS

In accordance with Section 26.53, the County requires a bidder/proposer to submit a Certificate of Good Faith Efforts form, along with supporting documentation, in instances where the participation goal is not met.

In determining whether a bidder/proposer has demonstrated good faith in meeting the goal, the County follows the provisions detailed in Section 26.53. The County has implemented policy and procedures to provide administrative reconsideration to each bidder/proposer deemed not to have demonstrated good faith in meeting the goal, as detailed in its DBE Program Plan. As part of this administrative reconsideration, the bidder/proposer is afforded an opportunity to provide written documentation and/or verbal argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. Administrative Reconsideration is afforded when a bidder/proposer does not concur with the determination of the good faith efforts review.

The Administrative Reconsideration consists of officials who did not participate in the original determination that the bidder/proposer demonstrated less than adequate good faith efforts to meet the goal.

COUNTING DBE PARTICIPATION

The County follows crediting and counting provisions contained in Section 26.55 to determine DBE participation on all projects on which DBE firms perform as a prime or sub-contractor/consultant.

APPENDIX A – DBE GOAL REPORT STAKEHOLDER DIRECTORY

Member	<u>American Indian Chamber of Commerce - WI</u> Mr. Jeff Bowman, President 10809 W. Lincoln Ave. West Allis, WI 53227 Phone: (414) 604-2044 Email: aiccw@execpc.com
Member	<u>Milwaukee Building and Construction Trade Council</u> Mr. Lyle Balistreri, President 5941 W. Blue Mound Rd. Milwaukee, WI 53213 Phone: (414) 475-5580 Fax: (414) 475-5590 Email: bldgtrds@execpc.com
Member	<u>NAACP - Milwaukee Branch</u> James Hall, President 1915 N. Martin Luther King Dr. Milwaukee, WI 53212 Phone: (414) 871-1000 Fax: (414) 871-1091 Email:
Member	<u>Milwaukee Urban League</u> Mr. Ralph Hollmon, President 435 W. North Ave. Milwaukee, WI 53212 Phone: (414) 374-5850 Fax: (414) 562-8620 Email: rhollmon@tmul.org
Member	<u>US-Bank, Inc</u> Mr. Ken Pinckney, Commercial Banking, Vice President 201 W. Wisconsin Ave. Milwaukee, WI 53203 Phone: (414) 227-6018 Fax: (414) 227-5416 Email: kenneth.pinckney@usbank.com
Member	<u>Wisconsin Women's Business Initiative Corporation (WWBIC)</u> Ms. Wendy Baumann, President 1915 N. Martin Luther King Dr. Milwaukee, WI 53212 Phone: (414) 372-2070 Fax: (414) 263-5456 Email: info@wwbic.com

Member	<p><u>Wisconsin Association of Consulting Engineers</u> Ms. Rose Morgan, President 205 W. Highland Ave. Ste. 501 Milwaukee, WI 53203 Phone: (414) 347-1607 Fax: (414) 347-1347 Email: rmorgan@emcsinc.com</p>
Member	<p><u>American Asian Community</u> Ms. Terri Ni, President, TN & Associates 1033 N. Mayfair Rd. Milwaukee, WI 53226 Phone: (414) 257-4200 Fax: (414) 257-4224 Email: kfoey@wi.tna-inc.com</p>
Member	<p><u>Southeast Chapter of WSA</u> Mr. Mark Rapant, President Graef, Anhalt & Schloemer & Associates 125 S. 84th St. Ste. 401 Milwaukee, WI 53214 Phone: (414) 259-1500 Fax: (414) 259-0037 Email: mark.rapant@gasai.com</p>
Member	<p><u>National Association of Minority Contractors - Wisconsin Chapter</u> Mr. Brian Mitchell, President 200 N. Jefferson St., Ste 201 Milwaukee, WI 53202 Phone: (414) 271-1090 Fax: (414) 271-1085 Email: brian@choiceconstruction-wi.com</p>
Member	<p><u>Association of General Contractors of Greater Milwaukee</u> Mr. Mike Fabashick, President 10400 Innovation Dr. Ste. 210 Milwaukee, WI 53226 Phone: 414-778-4100 Email: bstelter@agc-gm.com</p>
Member	<p><u>Hispanic Chamber of Commerce of Wisconsin</u> Ms. Maria Monreal-Cameron, President 1021 W. National Ave. Milwaukee, WI 53204 Phone: 414-643-6963 Email: mcameron@hccw.org</p>
Member	<p><u>Metropolitan Milwaukee Association of Commerce</u> Mr. Tim Sheehy, President 756 N. Milwaukee St. Milwaukee, WI 53202 Phone: 414-287-4100 Email: kmclees@mmac.org</p>

Member	<p><u>WI Transportation Builders Association</u> David Bechthold 1 South Pinckney, Ste 818 Madison, WI 53703 Phone: 608-546-2255 Email:</p>
Member	<p><u>AIA Wisconsin</u> 321 S. Hamilton Street Madison, WI 53703-4000 Phone: 608-257-8477 Email: mary@aiaw.org</p>
Member	<p><u>Hmong WI Chamber of Commerce</u> 3616 W National Ave, Ste 99 Milwaukee, WI 53215 Phone: 414-645-8828 Email: cvang@amfam.com</p>
Member	<p><u>Metropolitan Milwaukee Association of Commerce - The Business Council</u> Carla Cross, Executive Director 756 N Milwaukee St, Ste 400 Milwaukee, WI 53202 Phone: 414-287-4172 Email:</p>
Member	<p><u>Wauwatosa Chamber of Commerce</u> 10437 Innovation Dr Wauwatosa, WI 53226 Phone: 414-453-2330 Email: info@tosachamber.org</p>
Member	<p><u>West Allis/West Milwaukee Chamber of Commerce</u> John Atkinson, Board Chair 7447 W Greenfield Ave / 6737 W Washington St, Ste 2141 West Allis, WI 53214 Phone: 414-302-9901 Email: diane@wawmchamber.com</p>
Member	<p><u>Granville-Brown Deer Chamber of Commerce</u> Barbara Fleming, President 9225 N 76th St Milwaukee, WI 53223 Phone: 414-357-5493 Email: mhoehne@alexianbrothers.net</p>
Member	<p><u>League of United Latin American Citizens of Wisconsin</u> Dr. Arturo Martinez, PhD, State Director 5229 Roberts Dr Greendale, WI 53129 Phone: 877-585-2294 Email: contactus@lulac-wisconsin.org</p>

Member	<u>Wisconsin Women Entrepreneurs – Greater Milwaukee, Inc</u> Stephanie Scherzberg, President PO Box 26124 Wauwatosa, WI 53226 Phone: 414-939-9552 Email: info@wwe-gm.org
Member	<u>Cudahy Chamber of Commerce</u> Jerry Kotarak, President 3569 E Barnard Ave / 4731 S Packard Ave Cudahy, WI 53110 Phone: 414-483-8615 Email:
Member	<u>Glendale Chamber of Commerce</u> Dale Schmidt, President PO Box 170056 Glendale, WI 53217 Phone: 414-332-0900 Email: dale.gcc@wi.rr.com
Member	<u>Greendale Chamber of Commerce</u> Gregory Turay, SC, President 5400 s 60 th St / PO Box 467 Greendale, WI 53129 Phone: 414-423-3900 Email: info@greendalechamber.com
Member	<u>Greenfield Chamber of Commerce</u> Barbara Wesener, Executive Director 4818 South 76 th St, Ste 129 Greenfield, WI 53220 Phone: 414-327-8500 Email: gcc@thegreenfieldchamber.com
Member	<u>South Suburban Chamber of Commerce</u> Barbara Wesener, Executive Director 8580 S Howell Ave Oak Creek, WI 53154 Phone: 414-768-5845 Email: bwesener@southsuburbanchamber.com
Member	<u>African American Chamber of Commerce</u> Dr. Eve Hall, President 6203 W Capitol Dr Milwaukee, WI 53216 Phone: 414-462-9450 Email: ehall@aaccmkc.org

APPENDIX B – FAA DBE PAYMENTS FOR 2010 – 2012

	2010	2011	2012	2012 (NMP)	Total	Total w/NMP
Construction						
Payments to DBEs	\$3,696,405	\$4,472,709	\$3,961,418	\$2,940,026	\$12,130,532	\$15,070,558
• Race-Neutral	\$1,282,848	\$1,211,478	\$1,033,213	\$2,863,321	\$3,527,539	\$6,390,860
• Race-Conscious	\$2,413,557	\$3,261,231	\$2,928,205	\$76,705	\$8,602,993	\$8,679,698
Total Contract Payments	\$16,161,207	\$17,677,977	\$14,960,560	\$4,187,942	\$48,799,744	\$52,987,686
Overall DBE Goal	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
% DBE Achievement	22.9%	25.3%	26.5%	70.2%	24.9%	28.4%
• Race-Neutral	7.9%	6.9%	6.9%	68.4%	7.2%	12.1%
• Race-Conscious	14.9%	18.4%	19.6%	1.8%	17.6%	16.4%
% Difference	-2.1%	0.3%	1.5%	45.2%	-0.1%	3.4%
Professional Services						
Payments to DBEs	\$135,778	\$1,096,793	\$549,261		\$1,781,832	\$1,781,832
• Race-Neutral	\$37,100	\$22,533	\$55,961		\$115,594	\$115,594
• Race-Conscious	\$98,678	\$1,074,260	\$493,300		\$1,666,238	\$1,666,238
Total Contract Payments	\$316,519	\$5,361,450	\$3,372,442		\$9,050,411	\$9,050,411
Overall DBE Goal	25.0%	25.0%	25.0%		25.0%	25.0%
% DBE Achievement	42.9%	20.5%	16.3%		19.7%	19.7%
• Race-Neutral	11.7%	0.4%	1.7%		1.3%	1.3%
• Race-Conscious	31.2%	20.0%	14.6%		18.4%	18.4%
% Difference	17.9%	-4.5%	-8.7%		-5.3%	-5.3%
Overall Spend						
Payments to DBEs	\$3,832,183	\$5,569,502	\$4,510,679	\$2,940,026	\$13,912,364	\$16,852,390
• Race-Neutral	\$1,319,948	\$1,234,011	\$1,089,174	\$2,863,321	\$3,643,133	\$6,506,454
• Race-Conscious	\$2,512,235	\$4,335,491	\$3,421,505	\$76,705	\$10,269,231	\$10,345,936
Total Contract Payments	\$16,477,726	\$23,039,427	\$18,333,002	\$4,187,942	\$57,850,155	\$62,038,097
Overall DBE Goal	25.0%	25.0%	25.0%	25.0%	25.0%	25.0%
% DBE Achievement	23.3%	24.2%	24.6%	70.2%	24.0%	27.2%
• Race-Neutral	8.0%	5.4%	5.9%	68.4%	6.3%	10.5%
• Race-Conscious	15.2%	18.8%	18.7%	1.8%	17.8%	16.7%
% Difference	-1.7%	-0.8%	-0.4%	45.2%	-1.0%	2.2%

APPENDIX C – MARKET AVAILABILITY DATA SOURCES

- United States of America Census Bureau Data on County Business Patterns
<http://www.census.gov/econ/cbp/>
- Wisconsin Unified Certification Program (UCP) Directory of DBE Firms
<https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- Wisconsin Department of Administration, Division of Enterprise Operations, State Supplier Diversity Business Certification Program Directory
<http://wisdp.wi.gov/search.aspx>
- City of Milwaukee, Office of Small Business Development, Compliance Reporting and Certification System Directory
<https://milwaukee.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?TN=milwaukee&XID=5625>

COUNTY OF MILWAUKEE
INTER-OFFICE COMMUNICATION

DATE: August 16, 2013

TO: Marina Dimitrijevic, Chairwoman County Board of Supervisors
Michael Mayo, Sr., Chairman, Transportation Public Works
& Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: Jurisdictional Transfer of highway ownership for CTH A (S. 68th St.) and CTH J (S. North Cape Rd.) to the City of Franklin

POLICY

County Board approval is required for the Director of DOT to execute a Jurisdictional Transfer Agreement with the City of Franklin for CTH A and CTH J. The County has authority to make changes to the County Trunk Highway System by Section 83.025 Wis. Stats.

BACKGROUND

The County has jurisdiction over (i) CTH A (S. 68th St.) from STH 100 (W. Ryan Rd.) to 1285 feet south of W. Puetz Rd., (ii) CTH J (S. North Cape Rd.) from 870 feet north of W. Hi-View Dr. to CTH OO (W. Forest Home Ave.) for the full width of the right of way and (iii) CTH J (S. North Cape Rd.) from W. High-View Dr. to 870 feet north of W. Hi-View Dr. for the east half of the right of way.

Transfer of ownership to the City of Franklin for future maintenance and upkeep of these County Trunk Highways is viewed as a benefit to the public, the City of Franklin and Milwaukee County. Both roads function more as a local street than a county highway. A Jurisdictional Transfer Agreement is required to execute this ownership transfer. A copy of the Jurisdictional Transfer is attached to the resolution and has been reviewed and approved for content by the County's Corporation Counsel and the City of Franklin.

The City of Franklin has requested the two roadways be improved prior to the transfer. The condition of both rural cross section roadways are in need of improvement. Improvements for both roadways are included for design in 2013 and construction in the 2014 requested capital improvements budget. The City of Franklin is requesting sidewalks in the design and will pay 100% of the cost for the sidewalks.

The jurisdictional transfer of CTH A and CTH J conform to, are consistent with and serve to implement recommendations contained within the Southeast Regional Transportation System Plan under the County Jurisdictional Highway System Plan.

Supervisor Marina Dimitrijevic
Supervisor Michael Mayo
Page 2
August 16, 2013

The jurisdictional transfer of CTRH A and CTH J require approval from the State of Wisconsin Department of Transportation and letters with their approval are attached to the resolution.

RECOMMENDATION

The Director of DOT is requesting authorization to execute the Jurisdictional Transfer Agreement with the City of Franklin for CTH A and CTH J.

Prepared by: Clark Wantoch, Director of Highway Operations.

Approved by:

Brian Dranzik, Director
Department of Transportation

BD:CAW:

cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Scott Manske, Comptroller
James Martin, Director of Operations, DOT
Clark Wantoch, Director of Highway Operations, DOT

1 (ITEM) From the Director of the Department of Transportation (DOT), requesting
2 authorization to execute a Jurisdictional Transfer Agreement to transfer highway
3 ownership for CTH A (S. 68th St.) and CTH J (S. North Cape Rd.) to the City of Franklin
4 (City) by recommending adoption of the following resolution:
5
6

7 **A RESOLUTION**
8
9

10 **WHEREAS**, the authority to make changes to the County Trunk Highway System
11 is granted to the County by Section 83.025 Wis. Stats.; and
12

13 **WHEREAS**, the County has jurisdiction over (i) CTH A (S. 68th St.) from STH
14 100 (W. Ryan Rd.) to 1285 feet south of W. Puetz Rd., (ii) CTH J (S. North Cape Rd.)
15 from 870 feet north of W. Hi-View Dr. to CTH OO (W. Forest Home Ave.) for the full
16 width of the right of way and (iii) CTH J (S. North Cape Rd.) from W. High-View Dr. to
17 870 feet north of W. Hi-View Dr. for the east half of the right of way; and
18

19 **WHEREAS**, Transfer of ownership to the City of Franklin for future maintenance
20 and upkeep of these County Trunk Highways is viewed as a benefit to the public, the
21 City of Franklin and Milwaukee County as the roadways function more like a local street
22 than a County Trunk Highway; and
23

24 **WHEREAS**, A Jurisdictional Transfer Agreement is required to execute an
25 ownership transfer; and
26

27 **WHEREAS**, A Jurisdictional Transfer Agreement (copy attached) has been
28 reviewed by the county's corporation counsel and the City of franklin; and
29

30 **WHEREAS**, Improvements for both roadways are included for design in 2013
31 and construction in 2014's requested capital improvements budget; and
32

33 **WHEREAS**, These jurisdictional transfers conform to, are consistent with and
34 serve to implement the recommendations contained within the Southeast Regional
35 Transportation System Plan under the County Jurisdictional Highway System Plan; and
36

37 **WHEREAS**, the State Department of Transportation has reviewed the two
38 jurisdictional transfers and has approved both (Letters attached); now therefore;
39

40 **BE IT RESOLVED**, that the Director of DOT is hereby authorized to execute a
41 Jurisdictional Transfer Agreement to transfer highway ownership for CTH A (S. 68th St.)
42 and CTH J (S. North Cape Rd.) from Milwaukee County to the City of Franklin.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 16, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: Jurisdictional Transfer Agreement S. 68th St. (CTH A) and S. North Cape Rd (CTH J).

FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact ☐ Increase Capital Expenditures
- ☐ Existing Staff Time Required ☐ Decrease Capital Expenditures
- ☐ Increase Operating Expenditures (If checked, check one of two boxes below) ☐ Increase Capital Revenues
- ☐ Absorbed Within Agency's Budget ☐ Decrease Capital Revenues
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures ☐ Use of contingent funds
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resolution is for the Jurisdictional Transfer only. There is no cost associated with the transfer itself.

Department/Prepared By MCDOT / Clark Wantoch, Director of Highway Operations

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☐ No ☒ Not Required

Did CBDP Review?² ☐ Yes ☐ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

**JURISDICTIONAL TRANSFER AGREEMENT
BETWEEN
MILWAUKEE COUNTY
AND
CITY OF FRANKLIN**

This JURISDICTIONAL TRANSFER AGREEMENT (the "Agreement"), is made and entered into effective this ____ day of _____, 2013, by and between MILWAUKEE COUNTY (the "County") and the CITY OF FRANKLIN (the "City").

WITNESSETH:

WHEREAS, the authority to make changes to the County Trunk Highway System is granted to the County by Section 83.025 Wis. Stats.; and

WHEREAS, the County has jurisdiction over (i) CTH A (S. 68th St.) from STH 100 (W. Ryan Rd.) to 1285 feet south of W. Puetz Rd., (ii) CTH J (S. North Cape Rd.) from 870 feet north of Hi-View Dr. to CTH OO (W. Forest Home Ave.) for the full width of the right of way and (iii) CTH J (S. North Cape Rd.) from W. High-View Dr. to 870 feet north of Hi-View Dr. for the east half of the right of way; and

WHEREAS, the County has requested of the City a jurisdictional transfer of those portions of County Trunk Highway above-referenced and the County and the City agree that such transfer would be of benefit to the public; and

WHEREAS, These jurisdictional transfers conform to, are consistent with and serve to implement the recommendations contained within the Southeast Regional Transportation System Plan under the County Jurisdictional Highway System Plan; and

WHEREAS, the State Department of Transportation has reviewed the two jurisdictional transfers and has approved both by letters attached.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is agreed as follows:

PROVISIONS:

1. The County agrees, upon approval of this Agreement, and approval by the Milwaukee County Board of Supervisors of an appropriate resolution, to transfer jurisdiction of (i) CTH A (S. 68th St.) from STH 100 (W. Ryan Rd.) to 1285 feet south of W. Puetz Rd. and (ii) CTH J (S. North Cape Rd.) from 870 feet north of Hi-View Dr. to CTH OO (W. Forest Home Ave.) for the full width of the right of way and (iii) CTH J (S. North Cape Rd.) from W. High-View Dr. to 870 feet north of Hi-View Dr. for the east half of the right of way to the City.

2. The City agrees, upon approval of this Agreement, and approval by the City Common Council of an appropriate resolution, to accept transfer of jurisdiction of those portions of County Trunk Highway above-referenced.
3. The City agrees that upon acceptance it will assume all costs related to the maintenance of said roadways including, but not limited to, driving surface, shoulders, stormwater, snow and ice control, traffic engineering (signs, signals, pavement markings) and structures (bridges and culverts), if any.
4. The City agrees that upon acceptance it will assume responsibility for all permits for work within the roadway right-of-way including driveway and utilities.
5. The County agrees to indemnify and hold the City harmless from any and all claims that may arise out of the County's ownership, operation and maintenance of those portions of CTH A and CTH J above-referenced for the period of time prior to the transfer.
6. The County and the City understand, acknowledge and agree that as a condition of this Agreement the County will fund a project to improve those portions of CTH A and CTH J above-referenced as mutually agreed on by both the County and the City.
7. In furtherance of future project terms mutual agreement, the City and the County agree that the City shall enter into a professional engineering consulting agreement with the County's current consulting professional engineer for the subject roadway improvement project to provide the preliminary engineering thereof, that the City shall provide initial funding for such consulting agreement and that the County shall reimburse or credit the cost thereof to the City upon completion of the contemplated improvement project or as part of the cost allocation provisions thereof to be agreed upon.
8. The City agrees that upon completion of the improvements contemplated above, the City shall accept transfer of jurisdiction by resolution of its governing body.
9. The City agrees that as the recipient agency, it will notify the Southeastern Regional Planning Commission, the State Department of Transportation and the property owners along each roadway that a transfer of jurisdiction has occurred and informing the property owners which City officials or departments to contact for issues related to roadway maintenance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month and year first above written.

CITY OF FRANKLIN

MILWAUKEE COUNTY

By: _____ Date: _____
Name:

By: _____ Date: _____
Name:

Title:

Title:

By: _____ Date: _____

Name:

Title:

By: _____ Date: _____

Name:

Title:

By: _____ Date: _____

Name:

Title:

By: _____ Date: _____

Name:

Title:

Approved as to form and independent status

By: _____ Date: _____

City Engineer

By: _____ Date: _____

Corporation Counsel

By: _____ Date: _____

City Attorney



Division of Transportation System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

August 16, 2013

Clark Wantoch
Director of Highway Operations
Milwaukee County

SUBJECT:
Jurisdictional Transfer
68th Street
Milwaukee County

Dear Mr. Wantoch:

Thank you for the e-mail of August 5 regarding the jurisdictional transfer of 68th Street to the City of Franklin.

As the SEWRPC Jurisdictional Plan identifies 68th Street as a local road, if the City of Franklin will accept jurisdictional responsibility for the roadway, the Wisconsin Department of Transportation (WisDOT) would approve the transfer.

Thank you for including the Department in the beginning of this process. If you have any questions, please contact me at (262) 548-8657.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Furdek", written over the word "Sincerely,".

Frank Furdek
Urban and Regional Planner



Division of Transportation System Development
Southeast Regional Office
141 N.W. Barstow Street
P.O. Box 798
Waukesha, WI 53187-0798

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
Internet: www.dot.wisconsin.gov

Telephone: (262) 548-5903
Facsimile (FAX): (262) 548-5662

E-Mail: waukesha.dtd@dot.wi.gov

August 5, 2013

Clark Wantoch
Director of Highway Operations
Milwaukee County

SUBJECT:
Jurisdictional Transfer
North Cape Road
Milwaukee and Waukesha County

Dear Mr. Wantoch:

Thank you for the e-mail of July 12 regarding the jurisdictional transfer of North Cape Road to the City of Franklin and City of Muskego.

As the SEWRPC Jurisdictional Plan identifies North Cape Road as a local road, if the City of Franklin will accept jurisdictional responsibility for the roadway located in Milwaukee County and if the City of Muskego will agree to the same for the roadway located in Waukesha County, the Wisconsin Department of Transportation (WisDOT) would approve the transfer.

Thank you for including the Department in the beginning of this process. If you have any questions, please contact me at (262) 548-8657.

Sincerely,

A handwritten signature in black ink, appearing to read "Frank Furdek", written over the word "Sincerely,".

Frank Furdek
Urban and Regional Planner

**--COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION**

DATE: August 16, 2013

TO: Marina Dimitrijevic, Chairwoman County Board of Supervisors
Michael Mayo, Sr., Chairman, Transportation Public Works
& Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: An Agreement with the Gateway Business Improvement District #40 to add landscape improvements within the median of East Layton Avenue between South Howell Avenue and I-794 at no cost to Milwaukee County

POLICY

County Board approval is required for the Director of DOT to execute an agreement with the Gateway for the installation and maintenance of landscape items in the medians of East Layton Avenue between South Howell Avenue and I-794 at no cost to Milwaukee County.

BACKGROUND

The DOT was contacted by the Gateway Business Improvement District #40 (Gateway) to request permission to add landscape items within the median of East Layton Avenue between South Howell Avenue and I-794.

The proposed improvements consist of trees and planters with plantings within the medians of East Layton Avenue. An Agreement has been drafted to allow the median improvements and is attached to this resolution. The agreement requires the Gateway to be responsible for all costs to install and maintain the improvements and to provide lawn mowing within the medians. The work to be done is at no cost to Milwaukee County.

Should the Gateway ever decide to discontinue maintaining the medians, the medians would be restored to grass as they exist now

Supervisor Marina Dimitrijevic
Supervisor Michael Mayo, Sr.
August 29, 2013
Page 2

RECOMMENDATION

The Director of DOT is requesting authorization to execute the Agreement with Gateway for the improvements within the medians of East Layton Avenue at no cost to Milwaukee County.

Prepared by: Clark Wantoch, Director of Highway Operations.

Approved by:

Brian Dranzik, Director
Department of Transportation

BD:CAW:

cc: Chris Abele, County Executive
Amber Moreen, Chief of Staff, County Executive's Office
Kelly Bablitch, Chief of Staff, County Board of Supervisors
Scott Manske, Comptroller
James Martin, Director of Operations, DOT
Clark Wantoch, Director of Highway Operations, DOT

1 (ITEM) From the Director of the Department of Transportation (DOT), requesting
2 authorization to execute an Agreement with the Gateway Business Improvement District
3 #40 (Gateway) to add landscape improvements within the median of East Layton
4 Avenue between South Howell Avenue and I-794 by recommending adoption of the
5 following resolution:
6
7

8 **A RESOLUTION**

9

10
11 WHEREAS, The DOT was contacted by the Gateway Business Improvement
12 District #40 (Gateway) to request permission to add landscape items within the median
13 of East Layton Avenue between South Howell Avenue and I-794; and
14

15 WHEREAS, The proposed improvements consist of trees and planters with
16 plantings within the median areas; and
17

18 WHEREAS, An Agreement has been drafted to allow the median improvements
19 (copy attached) that requires the Gateway to be responsible for all costs to install and
20 maintain the improvements to the median as well as to provide lawn mowing within the
21 medians; and
22

23 WHEREAS, There is no cost to Milwaukee County for this work; and
24

25 WHEREAS, Should the Gateway ever discontinue the terms of the agreement,
26 the medians would be restored to the original state; now therefore;
27

28 BE IT RESOLVED, that the Director of DOT is hereby authorized to execute an
29 agreement with the Gateway for the installation and maintenance of landscape items in
30 the medians of East Layton Avenue between South Howell Avenue and I-794 at no cost
31 to Milwaukee County.

MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: August 16, 2013

Original Fiscal Note ☒

Substitute Fiscal Note ☐

SUBJECT: An agreement between Milwaukee County and the Gateway Business Improvement District #40 (Gateway) for the installation and maintenance of landscape items in the medians of East Layton Avenue between South Howell Avenue and I-794 at no cost to Milwaukee County

FISCAL EFFECT:

- ☒ No Direct County Fiscal Impact ☐ Increase Capital Expenditures
- ☐ Existing Staff Time Required ☐ Decrease Capital Expenditures
- ☐ Increase Operating Expenditures (If checked, check one of two boxes below) ☐ Increase Capital Revenues
- ☐ Absorbed Within Agency's Budget ☐ Decrease Capital Revenues
- ☐ Not Absorbed Within Agency's Budget
- ☐ Decrease Operating Expenditures ☐ Use of contingent funds
- ☐ Increase Operating Revenues
- ☐ Decrease Operating Revenues

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure		
	Revenue		
	Net Cost		
Capital Improvement Budget	Expenditure		
	Revenue		
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

This resolution authorizes the Director of DOT to execute an agreement with the Gateway for the installation and maintenance of landscape items in the medians of East Layton Avenue between South Howell Avenue and I-794 at no cost to Milwaukee County

Department/Prepared By MCDOT Clark Wantoch, Director of Highway Operations

Authorized Signature _____

Did DAS-Fiscal Staff Review? ☐ Yes ☒ No

Did CBDP Review?² ☐ Yes ☒ No ☒ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

AIRPORT GATEWAY BUSINESS IMPROVEMENT DISTRICT #40

PROPOSED MAINTENANCE AGREEMENT

This Agreement, By and between the Airport Gateway Business Improvement District #40 hereinafter known as the "ASSOCIATION" which is Milwaukee BID 40 and the County of Milwaukee, a municipal corporation, hereinafter known as the "COUNTY."

Witnesseth:

Whereas, the ASSOCIATION is interested in improving the Boulevards along East Layton Avenue between South Howell Avenue and South Whitnall Avenue, a County Trunk Highway to complement the Boulevard Beautification Program in the area of the COUNTY's General Mitchell International Airport; and

Whereas, the ASSOCIATION's project consists of removing some turf on the medians and installing landscaping and trees otherwise known as landscape features; and

Whereas, the ASSOCIATION, or a contractor hired by the ASSOCIATION, will maintain the landscaping features within the medians along portions of East Layton Avenue once the improvements have been completed by the ASSOCIATION; and

Whereas, the terms and conditions of this arrangement have been memorialized in a maintenance agreement between the ASSOCIATION and the COUNTY as more fully described below;

Now, therefore, in consideration of these premises and the mutual benefits herein accruing and for other good and valuable consideration;

It is acknowledged and agreed by and between the ASSOCIATION and the COUNTY hereto that:

1. The ASSOCIATION shall be responsible for the installation and maintenance of the planters, planting material, trees and the mowing of grass on the median islands known as Landscape Features (LF) on East Layton Avenue between South Howell Avenue and South Whitnall Avenue, a County Trunk Highway to County standards. Such maintenance shall include the regular removal of litter (including immediately prior to mowing and any shredded litter from mowing operations), turf weed control and trimming around street fixtures, curb edges, beds, etc. The ASSOCIATION shall also be responsible for weeding any flower beds and mulched areas to COUNTY standards. The ASSOCIATION shall refresh mulched areas at least every other

year. The ASSOCIATION shall complete minor repairs to turf in the median areas (e.g., tire ruts and snow plow damage).

2. If the ASSOCIATION does not maintain the medians to the standards followed by the COUNTY for its boulevard medians and this agreement, the COUNTY shall notify the ASSOCIATION in writing of the maintenance deficiencies. If the ASSOCIATION does not rectify the maintenance deficiencies within the time established in the written notification (which shall not be less than 30 days), the COUNTY may resume full maintenance responsibility for the medians and may make any changes to the medians it chooses in order to minimize the level of maintenance required. The COUNTY may also cause the removal of the LF.
3. The ASSOCIATION is responsible for maintenance of all the items added to the medians on East Layton Avenue between South Howell Avenue and South Whitnall Avenue.
4. The ASSOCIATION understands that the COUNTY reserves the right to perform maintenance activities that may disturb or interfere with the LFs installed under this agreement. The ASSOCIATION shall be responsible for restoring any disturbed LF at its own cost or the COUNTY may restore those areas with the usual and customary materials such as concrete, asphalt, grass seed, etc. The County shall make reasonable efforts to contact the ASSOCIATION prior to disturbing any LF, allowing the ASSOCIATION time to salvage any materials.
5. Notwithstanding the notification provisions contained in Para. 3 above, the COUNTY may make immediate repairs or alterations to the medians if deemed necessary by the Director of the Milwaukee County Department of Transportation. The costs of said work shall be borne by the ASSOCIATION. The ASSOCIATION's maintenance of the LF areas shall include the following:
 - Removal of all debris from damage to any of the medians; and
 - Repair of any damage in the event of a vehicle striking the medians.
6. In the event that the medians are damaged by knockdowns, accidents or become worn, the ASSOCIATION, at its sole cost, shall have the option to repair, replace or remove the improvements from the medians and restore the medians to their original configuration. If the ASSOCIATION believes that there is a party responsible for the damages, they may request that the COUNTY make the repairs and assist in recovering the cost of the repairs from the responsible party.

However, the COUNTY is not required to provide assistance and any repairs shall be the sole responsibility of the ASSOCIATION.

7. The ASSOCIATION and/or the contractor hired by the ASSOCIATION shall provide a certificate of insurance listing the COUNTY as an additional insured. The ASSOCIATION shall ensure that any contractor it retains shall operate safely and responsibly.
8. The ASSOCIATION agrees to the fullest extent permitted by law to indemnify, defend and hold the COUNTY harmless, including its agents, officers and employees, from and against all loss or expense, including costs and attorneys fees, by reason of claims made under worker's compensation law and/or liability for damages or loss including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the ASSOCIATION, or its agents which may arise out of or are connected with the activities or operations of the ASSOCIATION covered by this Agreement, including any claim or award of damages arising out of U.S. patent, trademark or copyright infringement, all without the COUNTY waiving any governmental immunity or other right available to the COUNTY under Wisconsin Law.

The following is acknowledged and agreed by and between the ASSOCIATION and the COUNTY:

1. This agreement shall have a term of ten (10) years from the date of execution. Upon the mutual agreement of the ASSOCIATION and the COUNTY by its Director of the Milwaukee County Department of Transportation, the agreement may be extended for additional five (5) year increments.

2. Should the ASSOCIATION cease to exist, this agreement shall cease to exist and the ASSOCIATION shall be responsible for the removal of the landscape materials by notice of the COUNTY.

FOR THE AIRPORT GATEWAY BUSINESS IMPROVEMENT DISTRICT #40

Signature _____ Date _____

Print Name _____

Title _____

Telephone Number _____

FOR MILWAUKEE COUNTY

Signature _____ Date _____

Print Name _____

Title _____

Telephone Number _____

COUNTY OF MILWAUKEE
INTEROFFICE COMMUNICATION

DATE : July 1, 2013

TO : Supervisor Willie Johnson, Jr., Co-Chairman, Finance, Audit and Personnel Committee
Supervisor David Cullen, Co-Chairman, Finance, Audit and Personnel Committee

FROM : Brian Dranzik, Director, Department of Transportation

SUBJECT : Revenue Deficits in excess of \$75,000 – MCDOT – Highway Division

Policy Issue:

County Ordinance 56.02 requires each person in charge of any County office, department agency, or any non-departmental account to:

" ... submit a written report to the County Executive, the committee on Finance and Audit of the County Board and the Department of Administration whenever such person has reason to know or believe that a deficit of seventy-five thousand dollars (\$75,000.00) or more in any revenue account will occur for the division of county government under the supervision of that person.

Background:

Item	Short Description	Budget Amount	Actual amount to date	Projected Amount	Variance between budget and projected
2212-2218	State Reimbursement Revenue	\$ 16,025,802	\$5,316,933	\$15,440,802	(\$585,000)

The Actual amount to date is State Reimbursement revenue billed for January through March of 2013 only.

Cause of Deficit:

The deficit is the result of a decrease in the Highway Maintenance Incidental Rate (HMIR) that is charged to the Wisconsin Department of Transportation (WIDOT) for work performed on State Trunk Highways and the Expressway system in 2013. WIDOT reimburses Milwaukee County for 100% of the costs to maintain the State Trunk Highways and the Expressway system. The HMIR is calculated to recover the costs of off-time, fringe benefits, and worker's compensation as a percentage of labor hours from the prior year. Changes in staffing levels and changes in benefit rates will also affect the HMIR. Each year, the HMIR is adjusted in the first quarter based on the prior year's actual activity.

The HMIR had remained relatively stable for many years. From 2006-2010 the rate averaged 135%. In 2011, the HMIR increased to 175.31% due to a reduction in direct labor worked in 2010 as a result of the furlough days. This resulted in an over recovery of costs in 2011. The 2012 rate, based on 2011 costs, was reduced to 147.16%. In 2012 there was a reduction of approximately \$1,000,000 in overall incidental costs from 2011, caused in part by the large number of retirements. This resulted in an over recovery of \$809,322 in 2012. The 2013 HMIR has been calculated at 111.01% and would result in an estimated reduction in recoverable funds. Based on work performed in the first quarter of 2013, an increase in fleet costs billable to WIDOT in all of 2013 and projected winter overtime based on historic averages, a shortfall of \$585,000 is currently projected. However, the department has developed a list of strategies in the “Plan of Action..” section below that can potentially recover the current revenue deficit.

Will this be an issue beyond the current year?

The incidental rate on State Reimbursement Revenue can fluctuate from year to year based on prior year activity. Events of the past few years have caused the HMIR to fluctuate more than what would normally be expected. State Reimbursement Revenue deficits that occurred in prior years were absorbed in the Highway budget and have not resulted in a tax levy deficit. Unless there are major changes to labor rates or fringe benefits in the future, we would expect the HMIR to level off back into the 135% range.

Plan of action or alternatives to offset the deficit

There are 156,295 hours of staff time allocated for State Highway work in 2013. An additional 7,635 hours of worked labor, equipment and materials would be needed to be charged to WIDOT or other entities to cover the anticipated revenue deficit of \$585,000. Highway Maintenance is proposing various strategies to reduce the revenue deficit.

These strategies include:

- Increasing the number of employee hours worked on State Trunk Highways and Expressways, while reducing the number of employee hours worked on County Trunk Highways. Based on current staffing levels there are approximately 7,480 hours of county staffing hours available for July through October, 2013. If 2,610 county trunk highway staffing hours were moved to State highway staffing projects the estimated increase in revenue would be \$200,000. This number could also increase based on additional state requested work. County trunk highway maintenance would be reduced until November. Major safety issues would be addressed such as pothole repairs, sign and signal maintenance. The three week mowing cycle on County trunk highway would have to be increased and litter pick-up reduced.
- The reduction in county staff time would have a tax levy savings of \$90,000 due to the reduction in county work on county trunk highways.
- With WIDOT agreement, hire Highway Maintenance winter season staff in mid-October, rather than at the end of October, for non-winter work on state highways only. This would add 1,310 billable hours of work, and potentially \$100,000 more reimbursement revenue.
- The DOT maintenance staff is constructing concrete bus passenger loading pads at roughly twenty locations. The resulting work should provide \$40,000 in additional revenue.
- With WIDOT agreement, increase the overtime hours worked on state highway maintenance during the non-winter months. An additional 500 hours of overtime at a rate of time and one half would result in \$55,000 of additional revenue.

July 1, 2013

Revenue Deficit MCDOT – Highway Division

- With WIDOT agreement, maximize the purchase of roadway materials needed for State Highway Maintenance at year end while remaining within the county budget for commodities. This would include the purchase of winter chemicals (not salt), and road patching chemicals such as cracksealer and cold patch, and catch basin and attenuator replacements in the amount of \$100,000. Any increase in revenue due to the purchase of state material would be equal to the increase in expenditures.
- On average, winter weather events in November and December produce a total of six major salting/plowing events. For every incident above the average, an additional plowing event at the end of a week could result in additional state reimbursement revenue of approximately \$160,000.

These changes, if realized, would provide approximately \$585,000 to offset the projected deficit.

Prepared by: Clark Wantoch, Director of Highway Operations

Brian Dranzik, Director
Department of Transportation

cc: Chris Abele, County Executive
Marina Dimitrijevic, Chairwoman, County Board of Supervisors
Don Tyler, Director, Department of Administrative Services
Josh Fudge, Interim Fiscal and Budget Administrator
Stephen Cady, Fiscal and Budget Analyst, County Board
Jerome Heer, Director of Audits
Scott Manske, Comptroller
Molly Pahl, Analyst, Comptroller's Office

MILWAUKEE COUNTY

INTER-OFFICE COMMUNICATION

13-680

DATE: August 19, 2013

TO: Supervisor Michael Mayo, Sr., Chairperson, Transportation, Public Works and Transit Committee

FROM: Brian Dranzik, Director, Department of Transportation

SUBJECT: **INFORMATIONAL REPORT:** Summary of Fund Transfers for Consideration at the September 2013 Meeting of the Committee on Finance, Personnel and Audit

Description: Amount:

1. DOT – Airport \$0

To create a new capital improvement project (WA XXX new project) to recognize the professional service and installation components of the project for a snow melter device for the airport aircraft apron area. This was initially created as a Fleet equipment purchase project (WO112024). This appropriation transfer request makes this a separate and distinct airport capital improvement project rather than a Fleet project. This is a \$0 scope change to recognize the use of a consultant to determine the exact size and location of this installation and the construction of a concrete pad with a drainage system that is needed as part of this project. There is no additional cost for this project and it has been previously approved to be fully funded from Passenger Facility Charges (PFC) funding.

2. DOT – Airport \$743,000

The Director of the Milwaukee County Department of Transportation (MCDOT) – Airport Division is requesting an appropriation transfer to provide additional funding of \$743,000 for capital improvement project (WA123012 GMIA Runway Safety Improvement) to complete runway sign re-circuiting in one year. The runway sign re-circuiting project is a result of current Federal Aviation Administration guidance to place the lighted signs on their own dedicated circuit. This allows for critical hold and guidance signage to remain lit and visible while inactive runways and taxiways may have their circuits turned off. The 2013 budget appropriated \$376,000 for this purpose. FAA Airport Improvement Program (AIP) entitlement funding is being allocated to cover the entire cost in 2013 for the re-circuiting project. The total updated project cost is \$1,119,000 which includes construction of \$933,000 and engineering and administrative of \$186,000.

Description:

Amount:

3. DOT – Airport

\$562,500

The Director of the Milwaukee County Department of Transportation (MCDOT) – Airport Division is requesting an appropriation transfer to provide funding of \$562,500 for the purchase of squitters at GMIA. Squitters are a transponder installed in airport vehicles for tracking vehicle location on the airfield utilizing the Federal Aviation Administration’s Automatic Dependent Surveillance-Broadcast System (FAA’s ADS-B). Both pilots and controllers can see radar-like displays of traffic. The system also gives pilots access to weather services and flight information services. FAA AIP entitlement funding is being allocated to cover the entire cost for purchase and installation of up to 75 squitter units.

1699 R4E								FISCAL YEAR		DEPT. NO.		INSTRUCTIONS: REFER TO MILW. COUNTY ADMINISTRATIVE MANUAL SECTION 4.05 FOR INSTRUCTIONS ON PREPARING THIS FORM.					
MILWAUKEE COUNTY								2013		1300							
DEPARTMENT NAME																	
Department of Transportation - Airport Division																	
Were Appropriations Requested Below Denied For The Current Budget?								No		X		No		2			
		Line No.		ACCOUNT DISTRIBUTION						OBJECT CODE DESCRIPTION		Transfer Request		DOA Account Modification			
				Fund	Agency	Org. Unit	Revenue/O bject	Activity	Project								
TO (Credit)			1300	120	1300	8527		WA123012-1	Land Improvements (re-circuiting)	\$	598,000.00						
			1300	120	1300	9706		WA123012-1	Professional Services (re-circuiting)	\$	138,965.00						
			1300	120	1300	9716		WA123012-1	Disadvantaged Business Services (re-circuiting)	\$	6,035.00						
TO TOTALS (Credit)										\$	743,000.00	\$ -					
FROM (Debit)																	
			1300	120	1300	2299		WA123012-1	Other State Grants (re-circuiting)	\$	92,875.00						
			1300	120	1300	2699		WA123012-1	Federal Grants (re-circuiting)	\$	557,250.00						
			1300	120	1300	4901		WA123012-1	PFC Revenue (re-circuiting)	\$	92,875.00						
FROM TOTALS (Debit)										\$	743,000.00	\$ -					

E X P L A N A T I O N

The runway sign re-circuiting project came about as a result of the potential night-time Air Traffic Control Tower closures due to the federal budget sequester. Most of the existing airfield guidance signage at GMIA was installed prior to current FAA guidance to place the lighted signs on to their own dedicated circuit. Doing so allows for critical hold and guidance signage to remain lit and visible while inactive runways and taxiways may have their circuits turned off. The cost to do a complete re-circuiting of the runway signage is \$1,119,000 including construction (\$933,000) and engineering and administrative expenses (\$186,000). Rather than fund this over several years at the typical annual funding levels for this project it is advisable to complete this in one year so as not to interfere with any future year needs. The 2013 budget allowed for \$376,000 for this project. A fund transfer of \$743,000 is required to increase the budget to allow the complete re-circuiting to be accomplished in one year.

FAA AIP entitlement funding is being allocated to cover the entire cost in 2013 for the re-circuiting project.

Approval of this requested appropriation transfer will have no fiscal impact on the tax levy of Milwaukee County.

Brian Dranzik, Director
Department of Transportation

C. Barry Bateman
Airport Director

TYPE OF TRANSFER								TRANSFER NO.			
	AP			EB			RB				
IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL PAGES.											
DATE OF REQUEST			SIGNATURE OF DEPARTMENT HEAD						TITLE		
A c t i o n			Dept. of Administration			County Executive		Finance Committee		County Board	
	DATE										
	APPROVE										
	DISAPPROVE										
	MODIFY										

APPROPRIATION TRANSFER REQUEST								FISCAL YEAR		DEPT. NO.		INSTRUCTIONS: REFER TO MILW. COUNTY ADMINISTRATIVE MANUAL SECTION 4.05 FOR INSTRUCTIONS ON PREPARING THIS FORM.					
1699 R4E MILWAUKEE COUNTY								2013		1300							
DEPARTMENT NAME																	
Department of Transportation - Airport Division																	
Were Appropriations Requested Below Denied For The Current Budget?								No		X		No		1			
	Line No.	ACCOUNT DISTRIBUTION						OBJECT CODE DESCRIPTION		Transfer Request		DOA Account Modification					
		Fund	Agency	Org. Unit	Revenue/O bject	Activity	Project										
TO (Credit)		1300	120	1300	6146		WA##	Professional Services -(Major Maintenance)		\$ 265,265.00							
		1300	120	1300	8527		WA##	Land Improvements (capital)		\$ 1,000,000.00							
		1300	120	1300	9706		WA##	Professional Services Division		\$ 25,000.00							
		1850	120	1850	4901		WO112024	Fleet Airport Equipment Construction		\$ 1,290,265.00							
TO TOTALS (Credit)										\$ 2,580,530.00		\$ -					
FROM (Debit)																	
		1850	120	1850	8554		WO112024	Fleet Airport Equipment Construction		\$ 1,290,265.00							
										\$ -							
		1300	120	1300	4901		WA##	PFC Revenue		\$ 1,290,265.00							
FROM TOTALS (Debit)										\$ 2,580,530.00		\$ -					

E X P L A N A T I O N

The purpose of this transfer is to create a new capital budget project to recognize the professional service cost and installation cost, for a snow melter device for the aircraft apron area. The current funding recognized only the purchase/acquisition cost.

The total cost of this project was originally budgeted in the Airport fleet budget (WO112-02-4) and was listed as an acquisition of a snow melter to be located on the airfield. This capital project number is limited in scope to the cost of the equipment/vehicle purchase only.

In reviewing the actual project scope, along with the cost to purchase the equipment/vehicle (snow melter) this project will include professional services of a consultant to determine the exact size and location of this installation and the construction of a concrete pad with a drainage system, (so the melted snow can be drained away from the airfield) on which the snow melter will be permanently located.

This fund transfer is to create a capital budget project in the Airport capital program, to include all costs, including the acquisition cost of the equipment and the related costs of installation. 100% of the funds budgeted in WO112-02-04 for this project are being transferred to the new Airport Capital Project number.

This project has been approved for full PFC funding.

Approval of this requested appropriation transfer will have no fiscal impact on the tax levy of Milwaukee County.

Brian Dranzik, Director
Department of Transportation

C. Barry Bateman
Airport Director

TYPE OF TRANSFER								TRANSFER NO.			
	AP			EB			RB				
IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL PAGES.											
DATE OF REQUEST			SIGNATURE OF DEPARTMENT HEAD					TITLE			

A c t i o n		Dept. of Administration	County Executive	Finance Committee	County Board
	DATE				
	APPROVE				
	DISAPPROVE				
	MODIFY				

APPROPRIATION TRANSFER REQUEST								FISCAL YEAR	DEPT. NO.	INSTRUCTIONS: REFER TO MILW. COUNTY ADMINISTRATIVE MANUAL SECTION 4.05 FOR INSTRUCTIONS ON PREPARING THIS FORM.		
1699 R4E MILWAUKEE COUNTY								2013	1300			
DEPARTMENT NAME								Department of Transportation - Airport Division				
Were Appropriations Requested Below Denied For The Current Budget?								No	X	No	2	
TO (Credit)	Line No.	ACCOUNT DISTRIBUTION						OBJECT CODE DESCRIPTION	Transfer Request	DOA Account Modification		
	Fund	Agency	Org. Unit	Revenue/O bject	Activity	Project						
	1300	120	1300	8554		WA123012-2	Vehicles (Squitters)					
TO TOTALS (Credit)								\$	562,500.00	\$	-	
FROM (Debit)		1300	120	1300	2299		WA123012-2	Other State Grants (Squitters)	\$	70,312.50		
		1300	120	1300	2699		WA123012-2	Federal Grants (Squitters)	\$	421,875.00		
		1300	120	1300	4901		WA123012-2	PFC Revenue (Squitters)	\$	70,312.50		
FROM TOTALS (Debit)								\$	562,500.00	\$	-	

E X P L A N A T I O N

Squitters are transponders installed in airport vehicles for tracking vehicle location on the airfield utilizing the FAA's ADS-B system. Enabling this evolution is a proven technology called Automatic Dependent Surveillance-Broadcast (ADS-B). ADS-B is a crucial component of the nation's Next-Generation Air Transportation System (NextGen), and its implementation over the next 20 years will turn the NextGen vision into a reality. With ADS-B, both pilots and controllers can see radar-like displays of traffic. The displays update next to real time and do not degrade with distance or terrain. The system also gives pilots access to weather services and flight information services. The ADS-B system will change the nation's air traffic control system from one that relies on radar technology to a system that uses precise location data from the global satellite network.

FAA AIP discretionary funding is being allocated for up to \$562,500 (all funds) in project cost for purchase and installation of up to 75 squitter units.

Approval of this requested appropriation transfer will have no fiscal impact on the tax levy of Milwaukee County.

Brian Dranzik, Director
Department of Transportation

C. Barry Bateman
Airport Director

TYPE OF TRANSFER								TRANSFER NO.	
	AP			EB			RB		
IF ADDITIONAL SPACE IS REQUIRED, PLEASE ATTACH ADDITIONAL PAGES.									
DATE OF REQUEST		SIGNATURE OF DEPARTMENT HEAD						TITLE	
A c t i o n		Dept. of Administration			County Executive		Finance Committee		County Board
	DATE								
	APPROVE								
	DISAPPROVE								
	MODIFY								